

The Solicitors' Journal.

LONDON, FEBRUARY 11, 1882.

CURRENT TOPICS.

WE PRINT elsewhere a new Order of Transfer, whereby forty-nine of the causes which were, on the 10th of January last, transferred to Mr. Justice KAY are further transferred to Vice-Chancellor BACON.

MR. GOLDSCHMIDT, solicitor, has been appointed to the Clerkship in the Chancery Registrars' Office, vacated by the appointment of Mr. CHARLES CARRINGTON as a Chancery registrar. Mr. GOLDSCHMIDT is a son of Madame OTTO GOLDSCHMIDT, the great vocalist.

AN IMPORTANT NOTICE will be found elsewhere, addressed by the Lord Chancellor to commissioners for oaths. The effect of the notice is that no alterations in an affidavit, made after it has been sworn, must be initialled by a commissioner. Any commissioner who commits such an irregularity, will render himself liable to the revocation of his commission. This notice has reference to ord. 37, r. 3c.

ADMIRERS of the ancient legal *régime* may point with interest to the fact that in little more than thirty years no fewer than four puisne barons of the Court of Exchequer have become barons of the United Kingdom. In 1850, Baron ROLFE became Baron CRANWORTH, and was subsequently Lord Chancellor. Baron PARKE became Baron WENSLEYDALE soon after his retirement from the bench in 1856. Baron WILDE, having been in 1863 transferred from the Court of Exchequer to the Probate and Divorce Court, became Baron PENZANCE in 1869; while Sir GEORGE BRAMWELL, after five years' service in the Court of Appeal, now resumes his old and honoured appellation of Baron BRAMWELL.

IF ONLY the country law societies would issue monthly reports, benighted London solicitors might be able to glean or elicit information of much value as to the proceedings within the sacred precincts of the Law Institution with reference to their livelihood. It will be seen from the report of the Nottingham Law Society, which we print elsewhere, that the draft order under the Solicitors' Remuneration Act "was regarded as inadequate by the representatives of most of the Associated Provincial Law Societies" present at the first meeting. But it appears from the letter of Mr. MARSHALL, which we print elsewhere, that the draft order has now been approved by the Societies.

THE RENEWED DISCUSSION in the House of Commons on the BRADLAUGH matter reminds us of a case in which the vexed question of the oath, or rather, of the religious sanction which lies behind the oath, came up some little time ago in the Assize Court of Paris. It appears that it is the duty of the foreman of a French jury to bring in the verdict with a certain formula, which includes the words "*devant Dieu*." Not only is this formula ordained by custom, but any variation from it affords ground for setting aside the verdict on appeal. In the case referred to, the foreman omitted to use the words "*devant Dieu*"; and when reminded of them by the presiding judge, he replied that he did not know what God meant. The incident, however, was speedily closed, for the jury, by a majority of nine to three proceeded to elect a fresh foreman.

THE GOVERNMENT BILLS mentioned in the Queen's Speech are the Criminal Code Bill, the Bankruptcy Bill, the Patents Bill, the Government of London Bill, the County Government Bill, the Floods Prevention Bill, the Scotch Entail Bill, the Scotch Endowed Schools Bill, and the Welsh Education Bill. In addition to these nine measures, we may probably expect from the Government a Parliamentary Oaths Bill, and a little Judicature Bill. Amongst the measures to be introduced by private members, a Sunday Closing (Wales) Act Amendment Bill may be expected to receive Government attention, as it would merely remedy an obvious defect in the original Act. Lord CAIRNS has given notice of his intention to re-introduce his Settled Land Bill next Friday, together with a Bill "to amend further the law and practice of conveyancing." The object of this measure may be conjectured to be to patch up a few of the more glaring defects of the Conveyancing Act, 1881, and to restore the provisions struck out of that Act in the House of Commons, particularly the clause providing for the abolition of acknowledgment of deeds by married women.

A QUESTION OF DOMICILE, curious in itself, and still more curious from its circumstances, was decided on Saturday last by the First Division of the Scottish Court of Session. It was an action for divorce brought by a wife against her husband, the ground being the adultery of the husband, which, according to Scotch law, is by itself sufficient for a divorce *a vinculo matrimonii*. The parties were both English. The action was to a certain extent collusive, for the adultery was admitted, and the husband had given notice to his wife of his intention to take up his residence in Scotland with the express purpose of gaining a Scotch domicile. His ultimate object, of course, was to be enabled to marry again. But he had subsequently received advice to the effect that such a second marriage would not be valid in England; and he therefore announced that he had changed his intention of seeking to acquire a Scotch domicile. When the case came before the court below, the husband pleaded to the jurisdiction; but the Lord Ordinary (Lord LEE) held that he had acquired a domicile. This judgment, however, has been reversed on appeal by the court above, consisting of the Lord President (Lord INGLIS) and Lords DEAS, MURE, and SHAND. They have decided that, though a domicile can be acquired even when the express object of the party is to avail himself of the incidental privilege of his new domicile in respect of divorce, yet the domicile must not be a fictitious one. In the present case the facts did not establish a domicile. There was residence, indeed, but no intention of remaining; and the latter element is no less essential to domicile than the former.

A COMMISSIONER FOR OATHS informs us that a deponent to a probate affidavit recently objected to take the Testament or the Evangelists in his hands or to kiss the book. He was, however, at last induced to hold the book, while our correspondent repeated the usual form of words, after which the deponent said Yes, and put down the book. Was the oath rightly administered? We think it was. "Numerous instances," says Mr. BEST in his learned Treatise on Evidence, "are to be found in our books of the application of the principle, that witnesses are to be sworn in that form which they consider binding on their consciences. Members of the Church of Scotland (*Mee v. Reid*, 1 Peake, 23) and others (*Colt v. Dutton*, 2 Sid. 6; *Mildrone's case*, 1 Leach C. L. 412; *Walker's case*, *Id.* 498) who object to kissing or touching the book, have been sworn by lifting up the hand while it lay open before them." And he goes on to cite the well-known cases of *Omichund v. Barker* (1 Atk. 21.), where a Hindoo swore by touching the foot of a Brahmin; of *R. v. Entheman* (Car. & M. 248), where a Chinaman swore by

breaking a saucer, while the officer administering the oath (through an interpreter) warned him if he did not tell the truth his soul would be cracked like the saucer; and of *R. v. Sichoo* (April 2, 1855), where "the same form was followed, with the addition that the saucer was filled with salt." But, indeed, all doubt appears to be removed by the statute, 1 & 2 Vict. c. 105, which enacts that, "in all cases in which an oath may lawfully be administered to any person . . . on any occasion whatever, such person is bound by the oath administered, provided the same shall have been administered in such form and with such ceremonies as such person may declare to be binding." The answer "Yes" of the deponent in the case we are commenting on would, we imagine, be a declaration that the form observed by the officer and himself between them was "binding" within the statute. It is well to point out, however, that the statute expressly recognizes the obligation to take an oath, and does not substitute a declaration for it. An oath is defined to be "a recognition by the speaker of the presence of an invisible Being superior to man, ready and willing to punish any deviation from truth, invoking that Being to attest the truth of what is uttered" (Best on Evidence, p. 228).

THE DECISION of Mr. Justice FRY in *Harlock v. Ashberry* (L. R. 18 Ch. D. 229), was last week reversed by the Court of Appeal. As the case is, perhaps, one of first impression, its decision is important. The plaintiffs were mortgagees who claimed to foreclose; the defendant pleaded the Statute of Limitations. The last payment made by the mortgagor had been made in 1859; but in 1878, the plaintiffs had given notice to the tenant of a part of the property to pay his rent to them, and received half a year's rent accordingly in June of that year. The writ was issued in April, 1880; so that, if the payment made in 1878 by the tenant was what we may call a good payment within the relevant statute, the case would lie well within the twelve years allowed by the 37 & 38 Vict. c. 57. The question was discussed at some length, whether a foreclosure action is an action to recover the mortgage money, which is governed by sections 2 and 8 of the last-mentioned statute; or whether it is an action for the recovery of the mortgaged land, which is governed by the 7 Will. 4, and 1 Vict. c. 28. According to the interpretation put by *Chinnery v. Evans* (11 Ho. of L. 115) upon the language of 3 & 4 Will. 4, c. 27, s. 40, which is followed by 37 & 38 Vict. c. 57, s. 8, the money must be paid "by the person by whom the same shall be payable, or his agent"; while 7 Will. 4, and 1 Vict. c. 28, merely says "within twenty years after the last payment." Mr. Justice FRY, undoubtedly following the opinion expressed by the Court of Appeal in *Heath v. Pugh* (L. R. 6 Q. B. D. 345), and perhaps following the opinion of Lord ST. LEONARDS in *Wrixon v. Vize* (3 Dr. & War. 104), held that the object of the action was to recover the land; and he refused to import into the 7 Will. 4, and 1 Vict. c. 28, the restrictions contained in the 37 & 38 Vict. c. 57. He held that the payment by the tenant was a sufficient payment within the relevant statute; and therefore that, though made by the tenant of a part only of the land, it was sufficient to keep alive the remedies of the mortgagees as against the whole. This judgment has now been reversed by the Court of Appeal, which has restricted the foreclosure rights of the mortgagees to so much of the land as was held by the tenant who made the payment. As regards this part of the land, the rights of the mortgagees, who had entered into possession by receiving the rents and profits, could not be questioned.

THE SUGGESTION in the proposed Rules of Procedure for the House of Commons that "two Standing Committees be appointed for the consideration of all Bills relating to law and courts of justice, and to trade, shipping, and manufactures, which may be committed to them respectively; that the said Standing Committee do consist of not less than sixty, nor more than eighty, members, to be nominated by the Committee of Selection, who shall have regard to the classes of Bills committed to such committees, to the composition of the House, and to the qualifications of the members selected; and shall have power to add and discharge members from time to time, provided the number of

eighty be not exceeded; and that all Bills comprised in each of the said classes shall be committed to one of the said Standing Committees, unless the House shall otherwise order, and when reported to the House, shall be proceeded with as if they had been reported from a committee of the whole House," is a modification of the proposal submitted by Sir ERSKINE MAY to the Select Committee on Public Business which sat in the session of 1878, and is a revival in an altered form of the ancient practice of choosing Grand Committees of the House of Commons for certain general subjects, such as grievances, religion, and courts of justice. But there is a very marked distinction between the constitution and object of the proposed Standing Committees and those of the ancient Grand Committees. The latter were really committees of the whole House, to which "Bills of great concernment were committed to the end that there might be opportunity for further debate; for at a committee the members have liberty to speak as often as they shall see cause to one question" (see *Lex Parliamentaria*, p. 340).

MANY OF OUR READERS will have heard with deep regret of the death of Mr. C. CHAPMAN BARBER, the "father" of the Junior Equity Bar, and one of the most skilful and experienced conveyancers of his day. Mr. BARBER's acuteness and ability soon won him a leading place at the junior bar, and as time went on his reputation grew, until he came to be looked upon as an infallible guide in the most difficult and responsible branches of conveyancing. "We must hear what Mr. BARBER will say to this," was a remark often heard in the principals' rooms of many leading Lincoln's-inn solicitors' offices. His knowledge was exceptionally extensive and accurate, and his experience, ranging over nearly half a century, was probably unrivalled. With all this he was one of the least arrogant of men, and his many kindly acts will long live in the remembrance of his clients and colleagues.

LAXITY OF INTERPRETATION IN CRIMINAL CASES.

THE decision in the case of *Reg. v. Martin* (L. R. 8 Q. B. D. 54) seems to us a very strong one. The prisoner was indicted for inflicting grievous bodily harm on two persons. What he did was to put out the gaslights on the staircase of a theatre, and to place a bar across the doorway. The result was a panic, and a great pressure among those seeking to get out, and the persons in question were in consequence injured. The prisoner was convicted, and the Court of Criminal Appeal sustained the conviction. We cannot help thinking that in substance this conviction was wrong. The conduct of the prisoner was, in any case, very reprehensible, and wicked in the extreme if he had present in his mind the dangerous nature of the acts he was doing. Therefore, probably no particular harm was done in this case by the conviction. Such conduct ought to be punishable. But the question is whether it fairly comes within the terms of the statute under which the prisoner was convicted. We think there is a dangerous tendency observable on the part of judges at the present day to stretch the words defining crimes to include all matters which, though not strictly within the words, nevertheless come within the reason of the statute. In former days judges went to the other extreme. Some of the old decisions may have been absurd, but the principle on which they went was in itself a good and wholesome one. In criminal matters a laxity of interpretation is, in our opinion, to be deprecated. It seems to us that the result of the prisoner's act in this case—viz., the grievous bodily harm—was, under the circumstances, too remote a consequence of the prisoner's act to be fairly describable as inflicted by the prisoner according to the ordinary use of language. We are not disposed to deny that if there was evidence that the acts were done with the actual intention of causing bodily harm, the bodily harm might be said to be inflicted by the doer of them. But it must be observed that this was not in terms found.

It seems to us that the words "unlawfully and maliciously" were not correctly applied in the reasoning of the judges on the

case. It was not enough, in our view, to show that the prisoner's conduct was malicious in the sense in which they use the term. The Lord Chief Justice says that the prisoner "acted 'unlawfully and maliciously,' not that he had any personal malice against the particular individuals injured, but in the sense of doing an unlawful act calculated to injure, and by which others are, in fact, injured. Just as in the case of a man who unlawfully fires a gun among a crowd, it is murder if one of the crowd is thereby killed." With great respect to his lordship, the illustration is not appropriate. The degree of probability in such a case makes all the difference. The ancient doctrine that a man must be taken to intend the natural result of his acts is good sense if it be confined to results which are so highly likely to result from the acts as that a person must, in common sense, be presumed to contemplate that they will follow. But we do not think that the degree of probability that the result would follow was by any means so high in this case as in the ancient illustration employed by the Chief Justice. The doctrine enunciated by him really comes to this—viz., that any person doing a wrong act, knowing it to be wrong, of such a nature as that he ought to have known, if he considered, that injury might result to persons therefrom, must, if such injury follows, be guilty of inflicting grievous bodily harm on the person injured. This seems to us a most sweeping proposition. A boy makes a slide on the pavement. This, we believe, at any rate in urban sanitary districts, an unlawful act. It is done "maliciously" in the sense in which the judges in the case we are discussing appear to have used the term "maliciously"—that is to say, the boy knows it is wrong, because he runs away when he sees the policeman coming round the corner. An old gentleman tumbles down on the slide and breaks his leg, a result which no one can say is unlikely to happen, and a result which the boy certainly ought, if he had considered, to have recognized as not unlikely. That boy, according to the principle applied, is guilty of unlawfully and maliciously breaking that old gentleman's leg. We cannot ourselves see that our illustration is at all an unfair application of the views expressed by their lordships, and yet the result is, to our mind, absurd.

It seems to us, looking at the case we are discussing as fairly as we can, that the act done by the prisoner was a lamentably and wickedly reckless practical joke, proceeding, however, rather from a sort of brutish thoughtlessness than from any intention that any person should be hurt; but unless the evidence can be fairly said to show that he intended that persons should be injured, we cannot see how he can be said to have unlawfully and maliciously inflicted grievous bodily harm. The words are not "shall unlawfully and maliciously do any act which causes grievous bodily harm," but "shall unlawfully and maliciously inflict grievous bodily harm." We do not think these two expressions are by any means equivalent. In order that the act itself shall be evidence of the intent, it seems to us that a higher and more obvious probability of the resulting injury must exist than in this case. It must amount almost to certainty, otherwise the principle of presumed intention would be capable of most dangerously wide application. Many practical jokes of a foolish and blameworthy character have led to lamentable consequences in the way of injuries, but no one has ever thought of suggesting that they brought the perpetrators within the scope of an indictment for inflicting grievous bodily harm. We are not arguing the question whether such matters should or should not be punishable. Perhaps they ought to be in all cases; certainly they ought in some, as, for instance, in the case we are discussing. The question is whether they can properly be brought within the scope of words which seem scarcely to contemplate such an application of their meaning.

In a case of *Vincent v. The Great Western Railway Company*, tried at Taunton on Saturday last, for damages for loss of a valuable sow, the defendants had pleaded the following remarkable plea:—"The defendants say that the suffocation and death of the pig were not in any way occasioned by any unskilfulness, misconduct, or negligence of the defendants or their servants, but were wholly due to the act of God and natural causes—viz., the unusually hot and sultry state of the weather, and the peculiar and inherent tendencies and weakness and unhealthiness of the pig itself, and its excessive fatness, and consequent inability to travel safely, or to some or one of such causes, and could not have been prevented by any amount of foresight or care reasonably to be expected from the defendants."

SOME POINTS FOR CONSIDERATION AS TO THIS YEAR'S BANKRUPTCY BILL.

I.

THE approaching re-introduction of Mr. Chamberlain's Bill makes it desirable to call attention to a number of points which, in our opinion, ought to be provided for in any amendment of the law of bankruptcy at the present time, but which were not touched upon in any way in the Government Bankruptcy Bill of last session, and we may also make a few suggestions, additional to those which have appeared in our columns, upon one or two of the provisions of that Bill. We will deal first with the question of deeds of assignment by traders of all their estate and effects for the general benefit of their creditors.

The present law on this point is not proposed to be altered by the Bill which, by clause 5, sub-clause (a.), provides that it shall constitute an act of bankruptcy if "the debtor has in England, or elsewhere, made a conveyance or assignment of his property to a trustee or trustees for the benefit of his creditors generally." This act of bankruptcy is one upon which a bankruptcy petition can be presented within six months, and to which a trustee's title would relate back, if committed within twelve months before adjudication. We think it would be well to consider a little of the history of deeds of assignment in connection with this provision, going as far back only as the Bankrupt Law Consolidation Act, 1849. By section 68 of that Act it was provided—

"That if any such trader shall execute any conveyance or assignment by deed of all his estate and effects to a trustee or trustees for the benefit of all the creditors of such trader, the execution of such deed shall not be deemed an act of bankruptcy unless a petition for adjudication of bankruptcy be filed within three months from the execution thereof, provided such deed shall be executed by every such trustee within fifteen days after the execution thereof by the trader, and the execution by the trader and by every such trustee be attested by an attorney or solicitor, and notice thereof be given within one month after the execution thereof by such trader in case such trader reside in London, or within forty miles thereof, in the *London Gazette* and also in two London daily newspapers, and in case such trader does not reside within forty miles of London, then in the *London Gazette* and in one London daily newspaper and one provincial newspaper published near to such trader's residence; and such notice shall contain the date and execution of such deed, and the name and place of abode respectively of every such trustee and attorney or solicitor."

The above section was superseded by sections 192 to 200 of the Act of 1861, and by the present Act all statutory enactments regulating deeds of arrangement of any kind between a debtor and his creditors were repealed. Now, we would ask, why was section 68 of the Act of 1849 superseded (not expressly repealed, let it be borne in mind), by the Act of 1861? It could not have been that the Legislature was of opinion that such deeds were baneful, otherwise it must be presumed the principle of the same would not have been extended as it was by that Act. Are we not right in contending that, on the contrary, deeds of assignment within the provisions of section 68 of the Act of 1849 were sufficiently satisfactory to induce the Legislature to seek to extend the benefits of the same to all kinds of arrangements for compromise between a debtor and his creditors, and that such was the object of the deed provisions of the Act of 1861? We think we are, and that by those provisions a mistake was made only in carrying the principle too far. But the mistake having been discovered by experience, we are of opinion that a still greater mistake was made in 1869, in the contrary direction, by abolishing all enactments for the regulation and protection of deeds of arrangement. When a trader who has acted fairly and honestly, and to the best of his ability endeavoured to conduct his business successfully, finds himself in the unfortunate position of not being able to "make both ends meet," what more can he do than give into the hands of his creditors all he possesses for them to make the most thereof at the least possible cost? And if the creditors are satisfied with their debtor's conduct, why should they not be able to take from him all he has to give them and make the best of it? These are generally the cases in which, when forced into court either under bankruptcy or liquidation, we find all the assets swallowed up in the costs of those expensive proceedings. The bills of cost allowed to receivers in a great many of such cases are simply scandalous, and often before the creditors get the estates into their own hands they find them charged with those costs and practically nothing left for them. This has given rise to a number of persons springing up in all parts of the country styling themselves accountants, who live and fatten on the plunder they obtain out of these small estates, and the benefit of whose services, so far as the creditors are concerned, is simply valueless; and this practice is, in our opinion, the greatest blot of all upon the present bankruptcy law. But, it may be urged, there is nothing in the present law to prevent creditors from accepting an assignment from their debtor of all his estate and effects in satisfaction of their debts if they are unanimous upon the point. That is true only to a limited extent. So long as such a deed continues to be an act of bankruptcy to which a trustee's title under a subsequent adjudication would relate back, it is clear that no trustee under such a deed could be advised to divide the funds under the deed, and therefore the only way for a trustee to be perfectly safe is to

retain the proceeds of the estate until twelve months have expired, when if no petition be then filed he may, of course, safely divide them amongst the creditors. But by that course one great object of deeds of assignment—viz., the prompt realization of estates and distribution of the proceeds—is at once defeated.

We know from experience that this is not an uncommon occurrence. Deeds of assignment are even now often resorted to, and they would be so much oftener but for the objection which we have pointed out. At the present time clients of our own, who are trustees under a deed of assignment for general benefit of creditors, executed by a retail trader, are holding over the funds in this way because a secured creditor whose security is estimated to be nearly sufficient to cover his claim declines, on the ground that he is only a trustee for others (some of whom are infants), to assent to the deed and place a value upon his security. But if the law of 1849 had been in force the funds might have been divided immediately after the expiration of three months from the deed being executed. In another case in our own experience the trustees under a similar deed of assignment, thinking that they had obtained the assents thereto of all the creditors, proceeded to divide the proceeds under the deed. They had no sooner done so than another creditor, for whom they had not provided because they were not aware of his claim, filed a bankruptcy petition and obtained adjudication, and the trustees had out of their own pockets to pay him a sum of money to compromise the matter, he having first moved the court and obtained an order for them to pay over to the trustee in the bankruptcy the whole of the proceeds realized by them under the deed of assignment. We do not advocate a return to the deed system of the Act of 1861, nor any statutory provision with regard to deeds of arrangement other than deeds of assignment pure and simple by traders similar to section 68 of the Act of 1849, so that our suggestion would not interfere with the general principles of the Government proposals. A return to the provisions of that section, however, would, in our opinion, be found to be a great boon to the commercial community at large, especially in small estates. It could not, on the other hand, act at all injuriously, inasmuch as any creditor or number of creditors of the requisite amount, if dissatisfied therewith, would have ample time in which to take advantage thereof in order to force the matter into court. Of course it might be necessary to make some further provision to give the court jurisdiction in such cases to determine questions arising under the deed (such as the rights of persons claiming to be creditors to prove and to make trustees accountable for misconduct), and it might also be provided that such deed should be a bar to, and a discharge to the debtor in respect of, all claims made under the deed. And to prevent attempts to introduce into deeds of the kind extraordinary powers, a simple statutory form of deed might be provided. It is probable, also, that other details of a similar nature might suggest themselves if the principle we have contended for were only acceded to; but there would not, we think, be much difficulty in framing details to make the proposal work satisfactorily. It is never safe to prophecy; but unless some provision such as we suggest be made in the interest more particularly of small estates, (for the provisions of clause 43 of the Government Bill we consider altogether inadequate for the purpose) we will venture to predict for the Government proposals as great a failure as the present Act has proved.

The next point we desire to notice is the present law as to the non-liability of infants to be made bankrupt, taking for our text the case of *Ex parte Jones, Re Jones* (29 W. R. 747). In that case the law was expressly laid down by the Court of Appeal (overruling the Chief Judge), that "an infant trader, who has not actually represented himself to be of full age, cannot be adjudicated bankrupt in respect of a trade debt, notwithstanding that he has himself previously filed a liquidation petition, the proceedings under which have failed." The foregoing quotation is from the head-note to the report in the WEEKLY REPORTER, the italics, however, being our own. We have given those words in italics because we think the judgments of the Master of the Rolls and Lush, L.J., fully support the proposition which the head-note would contain if the words in italics were wholly omitted. In the case we refer to the appellant, who at the time of the appeal was still an infant, carried on business as a coal and breeze merchant. In February, 1881, he filed a petition for liquidation, and on the 10th of March the first statutory meeting of creditors was held, but no resolution was passed thereat. On the 21st of March the Corporation of Birmingham presented a bankruptcy petition against him, alleging that he was indebted to them in the sum of £180 13s. for coke and breeze sold by them to him. The appellant had never actually represented himself to the corporation as of full age, but they had always believed him to be so. The county court judge made an order of adjudication, which, on appeal to the Chief Judge, was upheld, but which was reversed by the Court of Appeal. The Master of the Rolls laid down the law on the subject very distinctly in his judgment, from which we make the following extracts: "The first point to be considered is whether the appellant is liable at all to the corporation. If he is not 'a debtor' he cannot present a petition for liquidation, nor can he be made a bankrupt. How then is he made out to be a debtor? It is not suggested that the coke and breeze which he bought were necessities—that they were supplied for home consumption. He bought them for the purpose of selling again. He

is, therefore, under no common-law liability to the persons who supplied him with them. The fact that he had the coke and breeze in his possession has no effect according to our law, as such things are not necessities. If persons choose to trust an infant, they take their chance of being paid. That is the law; and I am not prepared to say that it is absurd." "There is nothing illegal in an infant carrying on trade. *Thousands of infants do so.*" "I respectfully but entirely dissent from the judgment of the Chief Judge in *Ex parte Lynch*. It is not well-settled law 'that if an infant has been held out and dealt with as a trader he can be made a bankrupt in respect of a trade debt.' It is not true that the Infants Relief Act has made no difference with regard to the liability of an infant on his trading debts. The words of that Act are perfectly general, and it must be taken to refer to all contracts except those expressly excepted. The Act is not to be restricted so as not to apply to trade debts." Lush, L.J., also stated in the course of his judgment: "The law says that, though an infant may trade, he is not liable to pay trade debts."

Now, we submit that a law which allows an infant to trade (of which "thousands of infants" take advantage), and which gives the persons from whom he obtains goods on credit no remedy against him or his property, although they might naturally have considered him of full age, is an anomaly which ought to be remedied without further delay. Let it be either made illegal for an infant to trade, or else give the persons who have entrusted him with goods on credit a remedy against his property, if not against himself personally, or, at any rate, to the extent of such property as he may have acquired at their expense. We are sure that it was never the intention of the Legislature, in passing the Infants Relief Act, 1874, to affect the law with regard to infants carrying on trade and contracting debts in the way of such trade. The avowed object of that Act was to protect infants against extortionate money-lenders, jewellers, and such like, and not to interfere with debts contracted by them in carrying on trade; and, in our opinion, it would only be equitable to except such debts from the operation of that Act. As the law at present stands, an infant who may happen to appear to be of full age (and infants who trade nearly always have that appearance), if he does not actually represent himself to be of full age, may get goods from dealers in the way of his trade and then decline to pay, and the law does not give the defrauded dealers even the satisfaction of being able to punish him by criminal process, or a right to obtain back their goods. If the law recognizes the right of an infant to trade, it ought in all consistency to regard goods obtained on credit by him in the ordinary way of such trade to be just as much "necessaries" as any article obtained by him for "home consumption." They are undoubtedly necessities for the purposes of his trade.

The question when a person who has been a trader, but has ceased to carry on any trade, can be adjudicated bankrupt as a trader is one of considerable importance to the commercial community, and since the decision in *Ex parte Schomberg, Re Schomberg* (23 W. R. 204, L. R. 10 Ch. App. 172), it has been left in a very unsettled and unsatisfactory condition. The old law was tolerably clear, that any person who had been a trader, and still owed debts contracted by him whilst he was a trader, could be adjudicated as such upon a petition presented by a creditor whose debt was contracted at the time of such trading. But in *Ex parte Schomberg* the Court of Appeal held that a person, in order to be sued on a debtor's summons as a trader, must be a trader at the time when the summons is served. The *ratio decidendi* of that decision would require such a person to be also a trader at the time of his committing any act of bankruptcy on which he might be adjudicated in order to be made bankrupt as a trader. Considering the very wide differences in the bankruptcy law between traders and non-traders as affecting voluntary settlements, property in the order and disposition of a bankrupt, the liability of a bankrupt to criminal offences under section 11 of the Debtors Act, 1869, and a variety of other matters, this is a point which, we think, might be more clearly and equitably provided for. Cases have arisen in our own experience where traders have disposed of their businesses and ceased to trade, owing, however, debts in respect of their trading, and the law ought, we think, to specially provide that such persons should be liable to be made bankrupt as traders, notwithstanding their having ceased to trade, provided that a petition be presented against them within, say, six months from the time of their having ceased to carry on trade by a creditor whose debt has been contracted during the time of such trading.

Another point to which we would call attention (in connection with the Government proposal to restrict the powers of certain creditors to vote, as contained in clause 17 of the Bill of last session), is as to creditors in respect of bonds or guarantees given to them as security for the debts of third persons, and also as to creditors of a firm of two or more debtors holding collateral security over the separate estate of one of their debtors. With regard to the former class of cases, we have known instances where the holders of such bonds or guarantees have been able to outvote the whole of the rest of the creditors. Surely these are as bad as the cases provided for by clause 17, and ought to be included in that provision. Then, with regard to the other class of cases, we have known instances of creditors holding such collateral security to the value of more than their claims against

the firm, but they have been able to prove and vote in competition with the rest of the joint creditors for the full amounts of their debts. Now, although it may be right to relieve the separate estate of the partner who has given the collateral security to the extent of the dividend upon the debt to be received from the joint estate by admitting a proof upon such estate for the full amount, we think it would be only proper to place some restriction upon the power of such a creditor to vote in competition with the other creditors. This might easily and fairly be done by requiring him to place a value upon his security (under the penalty, if he should undervalue it, of being compelled to deliver it up to the trustee on being paid the amount of his valuation), and being allowed to vote only in respect of the balance of his debt after deducting the amount of such valuation.

CORRESPONDENCE.

THE DRAFT ORDER UNDER THE SOLICITORS' REMUNERATION ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—I observe that in your issue of the 4th inst. you set out certain resolutions passed on the 15th, 16th, and 30th of December last, on the subject of Solicitors' Remuneration.

As your readers have been made partially acquainted, through some source unknown to me, with what has been done by the Associated Provincial Law Societies, I think it well to add that at a meeting of the Associated Provincial Law Societies held on the 1st inst., the draft order dated January 6, 1882, as submitted by the president of the Incorporated Law Society, was approved. THOMAS MARSHALL, Hon. Sec.

Associated Provincial Law Societies, Leeds, February 8.

[Mr. Marshall is probably not aware that the resolutions referred to were printed in an appendix to the Worcestershire Law Society's Report.—Ed. S. J.]

SOLICITING PROOFS AND PROXIES IN BANKRUPTCY.

[To the Editor of the Solicitors' Journal.]

Sir,—The resolution under the above heading passed by the Worcestershire Law Society, which is reported in your issue of the 4th inst., is aimed at a form of "touting," which, I think, requires more attention, with a view to its suppression, than it has hitherto received at the hands of the profession at large.

I enclose a copy (omitting names, &c.) of a letter received by a client of mine in relation to some liquidation proceedings. It will hardly be believed that at the first meeting of creditors the firm of solicitors who issued the letter in question only represented *one unimportant creditor*.

I regret to say that they are members of the Incorporated Law Society, which, I trust, at no distant date, will put on record the disapproval of the society, as representing the profession, of such a practice.

Feb. 7.

M. I. L. S.

[The following is the letter referred to :—

"Several clients of ours who are creditors in this matter have instructed us to fully investigate the affairs of these debtors, and ascertain the reason why they have filed their petition, and the best course to adopt in order to obtain the largest dividend for the creditors.

"We shall be glad if you can co-operate with us, and give us every information in your power with regard to the debtors' affairs, and also by your attending the general meeting. Should you, however, be prevented from attending, we shall be obliged by your swearing enclosed affidavit of proof of debt and signing proxy so that we may attend on your behalf and prevent any inadequate composition being carried, so that the fullest dividend may be obtained by the creditors."]

PEREMPTORY ORDER FOR TIME.

[To the Editor of the Solicitors' Journal.]

Sir,—Can you inform me what is the meaning of a peremptory order for time to deliver or file a proceeding? I was under the impression that it was meant that no further time was to be granted, but to-day I opposed an application for time in the Queen's Bench Division, but notwithstanding that I took the objection that a peremptory order had already been made a week ago, the master gave another extension of time. Either the word "peremptory" means something or nothing—which is it?

May I also beg to call your attention to the great convenience it would be to the dispatch of business in the Queen's Bench Division Chambers if one master would sit continually in chambers instead of having a fresh master each day? In my own matter there have been seven applications for time, which have been heard by six masters.

C. B.

OATHS.

[To the Editor of the Solicitors' Journal.]

Sir,—A deponent to a probate affidavit is willing to take the oath, but objects to taking the Testament or the Evangelists in his hand or kissing the book. I, after some trouble, induce him to hold the book while I repeat the usual form of words, after which he says "Yes," and puts down the book. Was the oath rightly administered? Is there any legal necessity for kissing the book or even for touching or holding it at all? Mr. Braithwaite only says "a Christian swears on the Holy Evangelists." The deponent referred me to some dictum of Lord Brougham as supporting his view.

Feb. 8.

T. P. Y.

[See observations under head of Current Topics.—Ed. S. J.]

CASES OF THE WEEK.

STATUTE OF LIMITATIONS—MORTGAGE—FORECLOSURE ACTION—"PAYMENT OF PRINCIPAL MONEY OR INTEREST"—RECEIPT OF RENTS BY MORTGAGEE—3 & 4 WILL. 4, c. 27, ss. 2, 24, 40—7 WILL. 4, AND 1 VICT. c. 28—37 & 38 VICT. c. 57, s. 1.—On the 4th inst. the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) reversed the decision of Fry, J., on the main point in the case of *Harlock v. Ashberry* (29 W. R. 887, L. R. 18 Ch. D. 229, 25 SOLICITORS' JOURNAL, 640). The principal question was as to the construction of the Act 7 Will. 4, and 1 Vict. c. 28, which provides that "it shall and may be lawful for any person entitled to or claiming under any mortgage of land . . . to make an entry or bring an action at law or suit in equity to recover such land at any time within twenty years next after the last payment of any part of the principal money or interest secured by such mortgage, although more than twenty years may have elapsed since the time at which the right to make such entry or bring such action or suit in equity shall have first accrued." The period of twenty years is now, by the Act 37 & 38 Vict. c. 57, s. 1, reduced to twelve years. By section 2 of the Act 3 & 4 Will. 4, c. 27, it is provided that no person shall bring an action to recover any land but within twenty years next after the time at which the right to bring such action shall have first accrued to some person through whom he claims, or to himself, if the right shall not have accrued to any person through whom he claims. And by section 24 it is provided that no person claiming any land in equity shall bring any suit to recover the same "but within the period during which, by virtue of the provisions hereinafore contained," he might have brought an action to recover the same "if he had been entitled at law to such estate, interest, or right in or to the same as he shall claim therein in equity." And by section 40, "No action or suit or other proceeding shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise charged upon or payable out of any land or rent, at law or in equity, or any legacy, but within twenty years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for, or release of, the same, unless in the meantime some part of the principal money, or some interest thereon, shall have been paid, or some acknowledgment of the right thereto shall have been given in writing, signed by the person by whom the same shall be payable, or his agent, to the person entitled thereto or his agent; and in such case no such action or suit or proceeding shall be brought but within twenty years after such payment or acknowledgment, or the last of such payments or acknowledgments, if more than one was given." In *Harlock v. Ashberry* a legal mortgage of land was executed on October 11, 1849, the mortgage deed providing for the payment of the principal and interest on April 11, 1850. The interest was allowed to fall into arrear, the last payment on account of interest by the mortgagor having been made in August, 1859. No payment was made on account of principal. In January, 1878, the mortgagee gave notice to the tenants that he claimed the estate, and in consequence of this notice W., one of the tenants, paid the mortgagee £5, which was half a year's rent of that part of the property which he occupied. He paid his next half-year's rent to the mortgagor, and afterwards gave up possession of his holding to her. The payment of the £5 was made without her knowledge. On April 21, 1880, the mortgagee commenced the action against the mortgagor, claiming an account of what was due to him on the mortgage in respect of principal, interest, and costs, and foreclosure in default of payment. The defendant insisted that there had been no payment of principal or interest within twelve years before the commencement of the action, nor any acknowledgment of the right of the plaintiff to the mortgaged property, by the mortgagor or any one on her behalf, and she claimed the benefit of the Statute of Limitations. Fry, J., held that a foreclosure action is an action to recover the mortgaged land, not an action to recover the mortgage-money, and, consequently, that it is governed, not by section 40 of the Act 3 & 4 Will. 4, c. 27, but by sections 2 and 24 of that Act, and the Act 7 Will. 4, and 1 Vict. c. 28. And he held that the payment of the £5 rent by the tenant W. to the mortgagee had operated under the later Act to prevent the statute running, and to keep alive the mortgagee's right to foreclosure. Though the Act said nothing as to the person by whom the payment was to be made, he thought that a payment by a mere stranger would not keep the right alive. The payment must be made by the mortgagor, or by some agent of his, or by any person who, as between the mortgagor and the mortgagee, was liable to make any payment to the mortgagee in satisfaction of the mortgage debt, and a tenant of the mortgaged property was a person who stood in that position. JESSEL, M.R., said that, having regard to the

decision of Lord St. Leonards in *Wrixon v. Vise* (3 D. & W. 104), and to the decision of the Court of Appeal in the recent case of *Heath v. Pugh* (29 W. R. 904, L. R. 6 Q. B. D. 345), the court was bound to hold that the action was an action for the recovery of the land. The question, therefore, was whether section 2 of the Act 3 & 4 Will. 4 applied so as to bar the plaintiff's right to relief, or whether, by the operation of the Act 7 Will. 4 and 1 Vict. c. 28 time had not run against the plaintiff, notwithstanding that more than twelve years had elapsed since the last payment of interest was made by the mortgagor. The only question was whether the payment of £5 by the tenant was "a payment of any part of the principal or interest secured by the mortgage," within the meaning of the Act 7 Will. 4 and 1 Vict. c. 28. It was admitted that the £5 was demanded as rent and paid as rent. The argument which succeeded before Fry, J., was, that the Act did not say that the payment must be made by any particular person; that a payment of rent to the mortgagee would have to be brought into the account as between the mortgagee and the mortgagor; and that, consequently, it was a payment of principal or interest within the meaning of the Act. The answer to this argument was twofold. First, it was not a payment of principal or interest. Secondly, it was not made by the person who was liable to pay the principal or the interest. It was quite true that the payment must be charged in the account between the mortgagor and the mortgagee, but it was only on the final balancing of the account that it would appear on which side the balance lay. In the absence of any special appropriation, there was no appropriation of the payments to any particular purpose; it was only on the final result of the account that an appropriation would be made. But, however that might be, the person who made the payment was a tenant, and he made the payment as rent. How then could it be said to be paid in any other character? The mortgagee was the legal owner of the land, and he received the payment as rent; he was entitled to exact it as rent, and he did so exact it. Again, the payment was not made by the mortgagor, or by any person who was liable to pay the principal or the interest. The theory of all the Statutes of Limitation was this, that a payment made by a person liable to pay was an acknowledgment of a right. Lord Westbury so put it in the case of *Chinnery v. Eans* (11 H. L. Cas. 115). It would not be an acknowledgment unless it was an admission of the right to receive the money and the liability to pay it. The Master of the Rolls thought that *Chinnery v. Eans* amounted to an actual decision of the point in the present case, because the learned lords who decided it treated section 40 of the Act 3 & 4 Will. 4, c. 27, as being in substance the same thing as the Act 7 Will. 4, and 1 Vict. c. 28. Lord Westbury was clearly of opinion that the payment under the later Act must be made by a person liable to make it, and his lordship thought that Lord Cranworth was of the same opinion, though it was not quite so clear. Both on principle and authority, therefore, the Master of the Rolls thought that the payment must be made by a person who was liable to pay the principal and interest secured by the mortgage, and the payment in the present case was not made by such a person. BRETT, L.J., said that, inasmuch as the payment of the £5 rent would go into the account in favour of the mortgagor, he should have been anxious to treat it as a payment made by him, if by any reasonable construction of the Act he could do so. But, according to the ordinary rules for the construction of statutes, he could not. It was an enabling statute. Section 2 of the Act 3 & 4 Will. 4, c. 27, was more rigorous than any previous Statute of Limitations, and the later Act modified it, and was to be read with it, and as in the nature of a modification or proviso. Then the question arose whether a payment of rent by a tenant to a mortgagee, who had exercised his legal right to demand it, was a payment of part of the principal or interest secured by the mortgage within the meaning of the Act. His lordship thought that it was not, and for three reasons. First, it was not a payment at all as between the mortgagor and the mortgagee. It was only an item in an account which would have to be taken between them, and an item in an account which would have to go to the credit of the one party or the other was not a payment. The account might contain many other items which were not principal or interest. Secondly, the payment was not made as a payment of principal or interest. It was a payment of rent, made as such by the person who made it, and received as such by the person who received it. Thirdly, if it could be said to be a payment of principal or interest, it was not a payment made by the mortgagor or by any agent of his, or by any person who was entitled to make a payment of principal or interest on his behalf. His lordship thought that the payment must be made by such a person in order to bring it within the statute. He thought that, in all the Statutes of Limitation, when a payment was allowed to take a case out of the statute, it must be such a payment as would amount to an acknowledgment of right, and, therefore, it must be a payment by the person liable to pay or his agent, and he thought that this was the real ground of the decision in *Chinnery v. Eans*. He thought that the judgment in that case was intended to apply to the statute 7 Will. 4, and 1 Vict. c. 28, as well as to section 40 of the statute 3 & 4 Will. 4, c. 27. But, assuming that it only applied to section 40 of the earlier Act, still he thought it was impossible to suppose that the House of Lords really, as a matter of reading, read into the former part of the section (after the words "shall have been paid") the words "by the person by whom the same shall be payable, or his agent," which followed the words "shall have been given in writing." The words "by the person, &c.," were entirely governed by the word "signed," and it would be impossible to read them into the former clause after the word "paid." He thought that the House of Lords would have construed section 40 in the same way if it had stopped at the word "paid," and, so construing it, they came to the conclusion that, because it was a Statute of Limitations, the payment must be a payment made as an acknowledgment of a right, and therefore it must be made by the person liable to pay or his agent. And, if that was the principle of the judgment, it would be exactly applicable to the construction of the Act 7 Will. 4, and 1 Vict. c. 28. In the one

view the decision of the House of Lords was binding as a judgment on the construction of the Act; in the other, it was binding as laying down a principle of construction which was applicable to the later Act. This court, therefore, was bound to hold that the payment must be made by the mortgagor, or by some agent of his, or by some person, such as a receiver, who was entitled to make the payment on his behalf. Any other conclusion would lead to a strange result. A payment which would be good under section 40 of the earlier Act would be good also under the later Act; but a payment which would prevent the time from running under the later Act would not prevent it from running under the earlier Act. The right to recover the mortgage money would be barred, while the right to foreclose the land would not.

Another point in this case was this. Fry, J., was inclined to think that, by accepting subsequent rent from the tenant, after he had paid the £5 to the mortgagee, the mortgagor had ratified the payment to the mortgagee, and thus made the tenant his agent. The Court of Appeal held that there was, in fact, no evidence of any such ratification. But JESSEL, M.R., said that there could not be a ratification in law, for the payment was rightly made as a payment of rent to the mortgagee, and it could not be altered by anything done afterwards by the mortgagor. The decision of Fry, J., was accordingly reversed, and the action was dismissed, except as to that part of the property in respect of which W. had made the payment of rent in 1873. That payment, the court said, operated to put the mortgagee in possession of that part of the property, and, therefore, he was entitled to that extent to a foreclosure judgment.—SOLICITORS, Gregory, Rowdliffes, & Co.; T. H. Bartlett.

COMPANY—WINDING UP—LEAVE TO CREDITOR TO PROCEED WITH EXECUTION AFTER WINDING-UP ORDER—COMPANIES ACT, 1862, ss. 85, 163.—In a case of *In re The Iron Colliery Company*, before the Court of Appeal on the 25th ult., the question was whether leave ought to be given to a creditor to proceed with an execution against the goods of the company, notwithstanding that an order had been made to wind up the company. The creditor had commenced his action against the company on the 28th of December, had recovered judgment by default on the 6th of January, and had issued execution the same day without notice of any petition to wind up the company. The sheriff levied on the 7th of January. On the 4th of January a petition to wind up the company had been presented, under which, on the 10th of January, a provisional liquidator was appointed, and an order was made staying all further proceedings in the action until after the hearing of the petition. The petition was heard on the 14th of January and a winding-up order was made. The creditor then applied for leave to go on with his execution, and Bacon, V.C., granted the application. The Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) were of opinion, on the facts, that there were no special circumstances such as to justify the giving of leave, and they discharged the Vice-Chancellor's order. Reference was made to many of the previous cases in which similar applications have been granted, such as *In re Bastow & Co.* (15 W. R. 1033, L. R. 4 Eq. 681); *In re The Railway Steel and Plant Company* (26 W. R. 418, L. R. 8 Ch. D. 183); *In re The London Cotton Company* (14 W. R. 575, L. R. 2 Eq. 53); and *In re Richards & Co.* (27 W. R. 530, L. R. 11 Ch. D. 676). JESSEL, M.R., said that these cases were decided in the courts of first instance. In some of them it had been held that the mere giving of an indulgence by a creditor at the request of the company was a special ground for giving him a preference over the other creditors. He was not satisfied that these cases had been rightly decided, though it was not necessary on the present occasion to say that they ought to be overruled. He thought there was some difficulty in saying that when a creditor voluntarily gave time to the company, the act of the company in asking for time was to prejudice the other creditors. In others of the cases in question it had been held that the fact that a creditor had been induced by some false pretence on the part of the company—i.e., of the directors of the company—to delay his proceedings to recover his debt was a reason for giving him a preference after the making of a winding-up order. It was very difficult to see why this should affect the rights of the other creditors. He need not, however, now say more than that he must not be understood as intimating any approval of those decisions. BRETT, L.J., said that the facts of the cases referred to were not at all like those of the present case, and therefore it was not necessary to say whether those cases were rightly decided, and he declined to express any opinion about it. HOLKER, L.J., also said that he felt a difficulty in coming to the conclusion that the giving of an indulgence by a creditor to the company was a special circumstance which would justify the court in allowing him a preference after the winding up over other creditors who had equally given an indulgence. But it was not necessary to decide the point now, for it did not arise on the facts.—SOLICITORS, Kennedy, Hughes, & Kennedy; Mercer & Mercer.

TRUSTEE—BREACH OF TRUST—NEGLECT—ACCRETION TO TRUST FUND—NEW SHARES IN COMPANY ALLOTTED IN RESPECT OF OLD.—On the 3rd inst. the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) reversed the decision of Fry, J., in the case of *Briggs v. Massey* (29 W. R. 926, 25 SOLICITORS' JOURNAL, 743), though upon a ground which was not taken in the court below. The question was as to the extent of a trustee's liability to make good part of the trust estate which, through his negligence, the husband of the tenant for life had been allowed to receive. By the settlement made on the marriage of the husband and wife, the residue of the estate of a testator, to which the wife was entitled, subject to the life estate of the testator's widow, was vested in trustees, on trust for the wife for her life, with remainder to the husband for his life, with remainder to the children of the marriage. The wife was the surviving executrix of the testator, and the husband, availing himself of this circumstance, sold parts of the personal

estate of the testator, and appropriated the proceeds to his own use. Also, after the death of the widow some shares in a company, which formed part of the testator's estate, were transferred from the names of the executors into the name of the husband alone. Afterwards some new shares were allotted by the company to, and accepted by, him in respect of the old ones, and he paid up the calls on the new shares in full, though there was no evidence to show out of what funds he did so. He subsequently mortgaged the shares, new and old, to a person who had no notice of the trust. A decree having been made declaring that the surviving trustee of the settlement was liable to make good the value of the residuary personal estate of the testator which had been received by the husband, and the trustee having paid into court the amount of the proceeds of sale of that property (other than the shares in the company), the question arose on further consideration whether the trustee was liable to account for the present market value of the new shares which had been allotted to the husband, or only for the selling value of the option to take them at the time when they were offered to him by the company. Under the settlement the trustees had no fund which they could have properly applied in paying the calls on the new shares. Fry, J., held that the trustee was liable to pay the present market value of all the shares, new and old, but that, if the husband had paid the calls on the new shares out of the proceeds of sale of the other personal estate which he had received, the trustee would be entitled to be repaid the amount of the calls so paid out of the moneys which he had paid into court, and an inquiry was directed for this purpose at the risk of the trustee as to costs. The Court of Appeal held that if the husband had paid the calls on the new shares out of his own money, still, the trust estate could not take those shares without paying the calls, and he would have a lien on the shares for the calls which he had so paid, and the trustee would be entitled to the benefit of that lien, and to stand in the husband's place in respect of it. To that extent, therefore, the judgment could not be supported. —SOLICITORS, F. W. Reynolds; Singleton & Tattershall.

HUSBAND AND WIFE—CHOSE IN ACTION OF WIFE—REDUCTION INTO POSSESSION BY HUSBAND—GIFT BY HUSBAND TO WIFE.—In a case of *Errington v. Riddell*, before Fry, J., on the 4th inst., the question arose whether a wife's chose in action had been reduced into possession by her husband, and there was the further question whether, if he had reduced it into possession, he must be taken to have made a gift of it, either to the wife absolutely for her separate use, or to the trustees of one of two settlements which had been executed on the marriage. One of the settlements was of property belonging to the husband, the other was of property belonging to the wife; the same persons were the trustees of both. Under the settlement of the husband's property the income was to be paid to him for his life; after his death an annuity was to be paid out of it to the wife, and subject thereto the property was to be on trust for the children of the marriage. This settlement authorized the investment of the trust funds on the security of the debentures of any incorporated company. By the settlement of the wife's property the income was, during the joint lives of the husband and wife, to be paid to her for her separate use, without power of anticipation; with remainder to the survivor for his or her life; with remainder on trust for the children of the marriage. This settlement authorized the investment of the trust funds only on Government or real security. By the will of the wife's father, who died on the 5th of April, 1870, he, in exercise of a power reserved to him in another settlement, appointed the sum of £1,000 to her absolutely. This sum was charged on certain real estate. The interest due on the £1,000 was, as it accrued due between the 5th of April, 1870, and the month of October, 1872, paid by the person liable to pay it to the wife, and was by her paid to a separate banking account which was kept in her name, and this was done with the assent of her husband. On the 11th of March, 1873, the £1,000 was paid off by means of a cheque payable to the husband, and at the same time the interest, from October, 1872, to the 11th of March, 1873, was paid to him. On the same day he paid the cheque to the bankers of the North-Eastern Railway Company, and wrote to that company requesting them to apply the money in payment for £1,000 debenture stock of the company, which he requested them to register in the names of the persons who were the trustees of the two settlements. This was shortly afterwards done, and the certificate of the stock was sent by the company to the husband, and was retained by him. The senior trustee of the settlements was aware of this investment; the other trustee did not know of it during the life of the husband. The warrants for the interest on the stock were sent every half year by the company to the senior trustee, who, after indorsing them, sent them to the husband. The husband each half year during his life sent the interest warrants to his bankers, with a direction to carry the amount to the credit of his wife's separate account. In May, 1876, he drew up a statement in writing which purported to be a list of the property which he then possessed, and in that statement no mention was made of the £1,000 debenture stock. He died in 1878, having made a will in June, 1876, which contained no specific reference to the debenture stock. After his death the wife claimed the stock, on the ground that the husband had not reduced the £1,000 into his possession, or that, if he had, he must be taken to have declared a trust of it for her absolute benefit. The trustees of the two settlements claimed the stock as having been given to them by the husband on the trusts of one or other of the settlements. The executors of the husband claimed the stock as forming part of his estate. Fry, J., held that it had passed to the executors. He said that when the husband received the cheque for £1,000 he was in a position to receive the £1,000 without the consent of any other person. This amounted to a reduction into possession. He had the cheque in his hands and could have turned it into one thousand sovereigns. Then the question arose whether, by his subsequent acts, the husband had declared an irrevocable trust of the £1,000. His lordship was of opinion that he had not. There was nothing to prevent him from at any time receiving the interest himself if he had chosen to do so. There was no evidence that any special declaration of trust

was made by him either to the wife or to the trustees—no evidence, indeed, of the communication of the investment to her. If a declaration of trust was to be found anywhere, it could be found only in the direction given by the husband to his bankers to pay the interest to the wife's separate account. This, no doubt, amounted to a dedication of the particular sum to which the direction applied to the wife, but not to a declaration of any irrevocable trust of the capital. He might at any time have retained the interest himself, as he did the interest which was paid in March, 1872. Moreover, in order that a declaration of trust might operate, it must be clear as to the person who was to take the benefit of it, and here the circumstance that the wife and the two sets of trustees were claiming the benefit went far to show that there had been no clear declaration of trust. The circumstances did, indeed, show an intention on the part of the husband to do something inconsistent with his retaining the absolute dominion of the fund, but there was not such a clear, complete, and irrevocable declaration of trust as was essential to enable the court to enforce it. There was nothing more than an intention. —SOLICITORS, W. & J. Gibson.

FORFEITURE CLAUSE—VALIDITY—GIFT OVER.—In a case of *Hurst v. Hurst*, before Fry, J., on the 7th inst., a question arose as to the validity of a clause of forfeiture contained in a will. The testator, by his will, gave all his freehold and leasehold property to his executors and trustees, upon trust (*inter alia*) to permit his son to collect and receive the net rents of certain specified freehold and leasehold houses, to and for his own use and benefit, during his life, and after his death upon trust that the executors and trustees should convey and assign the houses to the children of the son in equal shares, absolutely, on their attaining the age of twenty-one years. But, in case any of the children of the son should die before attaining that age, then on trust to convey and assign the shares or share of the children so dying under that age to the others or other of such children; but, in case of the son not having any issue, or in case none of his children should live to attain twenty-one, then the testator declared that the property, the rents of which would be receivable by the son during his life, should be conveyed and assigned by his executors and trustees to, and divided equally between, such of the children of the testator's daughter as should live to attain the age of twenty-one. The testator had, by a previous clause, given other freehold and leasehold property in a similar way to his executors and trustees, on trust for his daughter for her life, with remainder to her children on their attaining twenty-one. By a subsequent clause, the testator declared that the bequests thereinbefore made to his son and daughter respectively should be subject to the following condition—viz., that they should in nowise charge or incur the property, the rents of which were receivable by them during their respective lives, or any part thereof. And, in case either his son or daughter should so charge or incur the property, or any part thereof, or in case his son should become bankrupt or insolvent, or compound with his creditors, then the testator declared that the bequest to his son or daughter so transgressing such condition, or in the case of the bankruptcy or insolvency of his son, should thereupon become absolutely forfeited. And the testator declared that, in either of such cases, the trusts thereinbefore created in favour of the child or children of the son or daughter so transgressing should at once take effect, and be acted upon by his executors and trustees as thereinbefore directed. After the testator's death the son executed a deed affecting to charge his life interest under the will with the repayment of a sum of money advanced to him. The action was brought by one of the trustees of the will, claiming a declaration that the charge was wholly inoperative, except as working a forfeiture of the son's life interest. Fry, J., said that the trust to convey to the children of the son was one which could not be carried into effect during the life of the son, because it was a trust to convey a certain aliquot share to each of the children of the son who should attain twenty-one, and it was, evidently, impossible to ascertain what would be the minimum share of a child until the death of the son, because the class would not be ascertained till then. He thought that if the event happened of the son incurring his interest, the forfeiture clause would operate as a clause of ceasing if there was no gift over. But the testator went on to say that, on the execution of the charge, the trust in favour of the child or children of the son should at once take effect, and that was a trust which it was impossible to perform during the life of the son. Could it be construed as a trust for the children of the son who might be living at the time of the ceasing of his life interest? In his lordship's opinion the express words excluded the possibility of such a construction. No provisions could well differ more than a provision for the family of the son living at the time of his death, and a provision for his family living at the time of the ceasing of his life interest. Then arose the question whether the clause of ceasing was to take effect upon the execution of the charge, or upon the execution of the charge and the taking effect of the gift over. If the former, the clause would be clearly good; if the latter, it would be clearly bad, because one of the two events, on the happening of which it was to take effect, would be impossible, and it was well settled that an estate which was to go over on the happening of an impossible condition was an absolute estate. If the question had been open his lordship said he should have thought the true meaning of the testator was that the gift over was to take effect only on the execution of the charge and the happening of the other event. But he thought that the decision of the Court of Exchequer Chamber in the case of *Doe v. Eyre* (5 C. B. 713), was a direct authority to the contrary, and that case had been considered and followed by Vice-Chancellor Kindersley in *Robinson v. Wood* (27 L. J. Ch. 726). He must, therefore, hold that the clause of forfeiture was capable of operating. Another argument raised was that the charge, not being a valid charge, could not have any operation at all. It could not affect the son's interest, and, therefore, could not work a forfeiture. As to this point, Fry, J., said that the forfeiture, if it took effect at all, was the result of the execution of the charge, and to hold that the result or consequence of the charge prevented the charge from having ever existed at all would be absurd. This would be in effect to hold that a man could have an estate

which would be incapable of alienation. And there was authority to show that the words "charge or incumber" might be read as meaning "attempt to charge or incumber."—*Solicitors, Mercer & Mercer; Ponsons & Leggatt; Kingsford, Dorman, & Kingsford; John Hales.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR MURRAY, sitting as Chief Judge.)

Dec. 21.—*Ex parte the Comptoir d'Escompte de Paris, Re Caird and Williamson.*

R. Brothers, a Calcutta firm, drew bills upon C. & W., a London firm, who accepted them against certain consignments.

R. Brothers sold the bills and shipping documents to a bank under a letter of hypothecation, to which the London firm was not a party. Both R. Brothers and the London firm went into liquidation, and the bank sold the goods, and sought to charge against the proceeds a commission of 2½ per cent. payable to them under the letters of hypothecation.

Held, affirming the decision of the trustee, that the London firm was entitled to credit for the whole amount realized, less the charges of sale, and that the commission must be deducted from a profit made by the bank against the estate of the London firm.

This was an appeal by the Comptoir d'Escompte de Paris from a decision of the trustee under the liquidation of Messrs. Caird & Williamson, rejecting in part a proof made by the appellants against the estate of the debtors.

The debtors, who were merchants in London, were correspondents of Rushton Brothers, of Calcutta. One of the firm of Rushton Brothers carried on business in London, and acted as the London agent for the Calcutta firm. The Calcutta firm were in the habit of making consignments of goods to this country. They drew bills of exchange in the ordinary way against these consignments, and sold the bills with documents attached to various bankers. In order to render the sale of the bills more simple the bills were drawn upon the debtors, and not upon the London partner of Rushton & Co. The appellants at the date of the petition for liquidation by the debtors were the holders of bills drawn by Rushton Brothers upon the debtors, and which had been sold by the drawers to them, accompanied by bills of lading and other shipping documents of cotton and other produce, and which were indorsed and delivered to the appellants, accompanied in each case by a letter of hypothecation signed by Messrs. Rushton Brothers, and addressed to the appellants.

Clause 4 of the letter of hypothecation was in the following terms:—In case default should be made in acceptance or payment of any of the said bills, or if the drawers or acceptors should suspend payment or apply for or take the benefit of any Act for the relief of insolvent debtors, or petition for protection, or be adjudicated bankrupt, or execute any deed of arrangement or composition or insolvency, or take any other steps whatsoever towards effecting a compromise or arrangement with their creditors during the currency of the said bills, you may at any time after either of the aforesaid events taking place sell the said goods or any part thereof without notice to, or the concurrence of, any person whatsoever, without waiting for the maturity of the said bills, and either by public auction or private sale, and in this case you are to be at liberty to act in all respects as if you had been the direct consignee of the goods, charging such commission and being accountable as is usual between a merchant and his correspondent in ordinary cases, and shall apply the net proceeds of any sale or sales thereof (after deducting any payments made under the power therein contained, with interest thereon, and the usual commission and charges) in payment of the said bills with interest if overdue, and with re-exchange and other charges, the balance, if any, to be retained and applied by you in liquidation of any debt or liability of ours to you, whether or not the same be then due or ascertained, it being hereby agreed that the goods themselves, until sale, shall be liable for, and to be charged with, the payment of all such disbursements, interests, commission, charges, re-exchange, debts or liabilities as aforesaid, and we hereby agree that all account sales and accounts current furnished by or through you in respect of the said goods shall be received by us as sufficient evidence of the accuracy of the transactions to which they respectively refer, and shall not be open to objection of any kind.

For the accommodation afforded by the debtors in accepting the bills they received a commission, and when the bills arrived in this country they were presented to them, and accepted against delivery of the particular documents against which they were drawn, and upon the maturity of the bills the London partner of Rushton & Co. retired them, received the documents, and realized the goods, the debtors having nothing further to do with the transactions after giving their acceptances. The present claim arose in respect of bills of exchange thus drawn and accepted.

Rushton Brothers and the debtors suspended payment before the bills of exchange in question matured, and the appellants, the Comptoir d'Escompte, sold the goods and sought to charge against the proceeds a commission at the rate of 2½ per cent., which was payable to them by Rushton Brothers under the terms of the letter of hypothecation. The trustee under the liquidation of the debtors disputed their right to make such a reduction, and claimed to be entitled to the whole amount realized, less the charges of the sale. There was no evidence that the debtors were aware of the terms of the letter of hypothecation.

Aspland, for the appellants.—In *Ex parte Brett, Re Howe* (L. R. 6 Ch. 838), R. & Co., consigned goods to H. for sale, drew bills on him which they indorsed to B., to whom they handed the bills as a security, and

wrote to H. asking him to accept the bills against the goods. H. gave an acceptance—"Accepted payable at the I. Bank on the delivery up of the bills of lading." At the time when the bills became payable the affairs of H. were in course of liquidation by arrangement. In that case the Court of Appeal held that the conditional acceptance made the security of B. virtually a security on property of H., and that B. could not prove against the estate of H. without deducting the value of the security. *Ex parte Oriental Bank* (30 L. T. N. S. 803) is un distinguishable except on the point of notice.

F. W. Hollams, for the trustee.—The debtors have nothing to do with the firm of Rushton & Co. except in this way, that in order to facilitate transactions with them, they agreed, in consideration of a commission, to accept bills, and to protect themselves they accepted conditionally against the bills of lading. The commission sought to be deducted is an exceptional and special commission which can in no way form part of the expense of realizing the goods. The bills were accepted in certain terms only, and the appellants cannot introduce terms into a written contract unless there is evidence that the parties to the agreement assented to them; and the *onus* is on the other side to show that they did so.

Aspland, in reply.

Mr. REGISTRAR MURRAY said there was no question of custom in this case, and he could not reverse or vary the decision of the trustee. The holders of the bills of exchange had entered into a contract with Messrs. Rushton that the bills should be paid and the bills of lading taken up, but there was no contemporaneous contract with Messrs. Caird & Williamson. The letters of hypothecation were never produced when the bills were accepted, and it was not shown that the debtors had notice of the letters or consented to be bound by them. The appeal must be dismissed, with costs, and the decision of the trustee affirmed.

Solicitors for the Comptoir d'Escompte, Lyne & Holman.

Solicitors for the trustee, Hollams & Co.

SOCIETIES.

NOTTINGHAM INCORPORATED LAW SOCIETY.

The following are extracts from the report of the council:—

The present number of members is 105, the number last year being ninety-one.

Solicitors' Remuneration Act, 1881.—This Act was fully considered by the council during its passage through Parliament, and alterations suggested therein. Since the passing of the Act the council has received for its consideration from the Incorporated Law Society, U.K., a draft of the General Order proposed to be submitted to the Lord Chancellor and other persons empowered by the Act to issue General Orders. This order the council carefully considered and made suggestions thereon; their policy being to secure the promulgation of such a scale of charges as, while fair to the profession, would be liberal to the public, and so ensure in practice its satisfactory and complete adoption. A special meeting of the Associated Provincial Law Societies was held in London to consider the draft order, at which meeting your council was represented by Mr. H. Wing and Mr. H. R. Thorpe. Though the scale suggested by the Incorporated Law Society, U.K., was, with some slight modifications, approved by your council, it was nevertheless regarded as inadequate by the representatives of most of the Associated Provincial Law Societies present. Your council has, however, every reason to believe that the General Order to be shortly issued will be in substantial accord therewith, and prove acceptable to the general body of the profession.

Conveyancing and Law of Property Act, 1881.—The council begs to call special attention to this Act, and the various important alterations of the law introduced thereby, some of which are imperative, whilst others are only optional. The council recommends the members of the society generally to adopt the provisions of the Act wherever no special or particular reasons exist to the contrary; but it would suggest that, as a general rule, it may be expedient in mortgage deeds expressly to exclude the power to lease given by the Act, and to provide for the insurance of the mortgaged property by the mortgagor. The new council may think it desirable to issue some ordinary common forms settled by counsel, so that uniformity of practice may be promoted.

Report on Legal Procedure.—This report has received considerable attention from the council, and a deputation attended a meeting of the Associated Provincial Law Societies, in London, thereon. The following are the resolutions passed thereon by your council:—

As regards Suggestions 1 and 3.—That it is advisable as far as possible to shorten pleadings, but not to abolish them altogether. Pleadings in some form should be retained, so far as necessary to raise defined issues between the parties.

As regards No. 2.—That in the absence of pleadings the proposed summons for directions would in most cases be ineffectual, and would lead to great expense; but the proposal would be useful after statement of defence is delivered or pleadings closed. It is assumed that in all cases covered by the suggestions district registrars are to have the powers given to masters.

As regards No. 4.—Approved, subject to the addition of the words, "in relation to the subject-matter of the summons."

As regards No. 5.—Approved.

As regards Nos. 6, 7, 8, 9, and 10.—No resolution passed; the council neutral.

As regards No. 11.—That this suggestion be approved, on the assumption that "debtor's summons" means debtor's summons under the Debtors Act, 1869, and subject also to the omission of the words "in London."

As regards No. 12.—That it is desirable that the mode of trial shall be by jury; but on the summons for directions an order may be made that the same be tried by a judge without a jury.

As regards No. 13.—That the expense of taking the notes of evidence should be borne by the State, but that either party requiring a transcript thereof should pay for it; and that the official note of the evidence should be accepted as evidence.

As regards No. 14.—Approved.

As regards No. 15.—Approved, provided some provision be made, when necessary, for stay of proceedings until the motion is disposed of.

As regards No. 17.—Approved; but the following resolution was passed with reference to the assumption mentioned in the suggestion that the procedure by way of official referees is to be continued:—That the office of official referees, as at present constituted, has not worked well, and should be abolished.

As regards Nos. 18 and 19.—Approved.

As regards No. 20.—That much of the expense of litigating actions under £200, and indeed of litigating actions generally, is caused by the rules of the bar requiring a Queen's Counsel to have a junior whenever he appears for the plaintiff, and by the amount of fees paid to counsel generally. That the taxing master should have a discretion as to the allowance of the fees of more than one counsel in all cases. That the scale for remuneration of solicitors is low enough already, and it could not justly or advantageously be reduced.

As regards No. 21.—Approved. It is, however, suggested that in cases where the evidence is material, such parts as may be material or relied upon, as also the decision of the judge, should be printed from the shorthand writer's notes.

As regards Nos. 22 and 23.—Approved.

As regards No. 24.—Approved, subject to the following amendment:—For the words, "a compulsory arbitration has been ordered," read, "there is a reference to an arbitrator."

As regards No. 25.—Approved, subject to the following addition:—No revised scale should be less remunerative than the present scale of costs in the Chancery Division.

As regards No. 26.—Approved.

A committee has been appointed by the Incorporated Law Society, U.K., to consider this matter, and it is believed that it will shortly report fully thereon, making several new suggestions. When this is done, another meeting of the Associated Provincial Law Societies will probably be held to consider the same.

Local Centres.—In consequence of the present Attorney-General, in March, 1879, having called the attention of the House of Commons to the necessity of giving increased facilities for the dispatch of both civil and criminal business in the provinces, a meeting of the Associated Provincial Law Societies was held on the 19th of January, 1881, at which the following resolutions were adopted:—

1.—The inadequacy of the present arrangements for the trial of causes in the large centres of population has long been admitted. The causes of this state of things have been fully stated on previous occasions, and it is unnecessary now to do more than shortly recapitulate them.

2.—The opportunities for the trial of causes are not sufficiently numerous, and this leads to an accumulation of business at the assizes now held. The time allowed at the assizes for disposing of the civil business is insufficient, and this causes arrangements of the most inconvenient kind to be made for the dispatch of business. The trial of causes is unduly hurried, and questions of law arising on trials, instead of being decided, as they ought to be, after argument, by the judge during the sitting, are postponed for argument and decision in London at some subsequent period, thus greatly increasing the expenses.

3.—The consequences to the public interested are—that the decisions of questions of great importance are often unduly delayed; that causes, if tried at all, are frequently disposed of under conditions of haste and pressure which are very unsatisfactory; that causes which both parties desire to have tried, and in the preparation of which for trial great trouble and expense have been incurred, are, against their wish, and under the alternative of being made *remnants* to a subsequent assize, either referred to arbitration, which simply means the waste of the money spent in preparing for trial, and the adoption of a method of decision almost invariably tedious, costly, and distasteful to the parties concerned; or compromise, equally distasteful to them, on terms which might as well have been arranged before the expense and trouble of getting up the case for trial had been incurred.

4.—For these grievances the most effectual remedy would seem to be the adoption of the system advocated by the present Attorney-General in the House of Commons, on the 21st of March, 1879—viz., the establishment of local centres of the High Court of Justice, with continuous sittings within the districts attached to them.

5.—It is suggested that Liverpool, Manchester, Leeds, Birmingham, and such other places as may hereafter be decided upon, should be constituted local centres, with proper districts allotted to them, and that subject to arrangements for reasonable vacations, and perhaps for occasional sittings for criminal business, a judge of the High Court should be continuously engaged in disposing of all civil actions arising within the district.

6.—It is not contemplated or desired that judges should reside permanently within the districts of local centres. The rotation in which they would attend, and the period during which the rotation judge would remain within the district, are matters which could best be arranged by the judges themselves with reference to their other engagements.

7.—All questions of law arising on the trial of any action should be decided and judgment given at the place of trial by the judge before whom the action is tried.

It being considered that a strong case had been made out for continuous

sittings in Manchester and Liverpool, the law societies of those places, through Mr. Whitley, M.P., pressed the Government to adopt the scheme in those localities. The council asked our borough members, Col. Seely and A. Morley, Esq., to support Mr. Whitley in his endeavours, and they promised to consider the matter. It is now proposed that a deputation from the various provincial law societies should wait upon the Home Secretary, urging him to carry the above resolutions generally into effect. The council feel that this is a matter which will require the serious consideration of the new council; as although a "local centre" established for the counties of Nottingham, Leicester, Lincoln, and Derby would, no doubt, prove a great convenience to suitors, still it is a great question, if the centre "is to be as far away as Birmingham, whether the alteration would prove of more advantage than the present system.

Solicitors' Certificate Duty.—In respect of this duty, which in 1880 amounted to £103,227, paid by 15,757 solicitors, the council passed the following resolutions:—

1.—That in the opinion of this council, the imposition of a tax upon solicitors for practising their profession is unfair in principle and harsh in effect, and ought to be abolished.

2.—That copies of the foregoing resolution be forwarded to the Incorporated Law Society of the United Kingdom and to the provincial law societies, and that they be invited to co-operate in obtaining the abolition of the above tax.

The resolutions were first sent to each of the provincial law societies, seven of which only replied thereto. Of these, Carlisle, South Durham and North Yorkshire, and Wolverhampton assented. Exeter, Newcastle-upon-Tyne, and Sheffield dissented. Liverpool advocated a reduction of the duty to a nominal sum, for the purpose of preserving the machinery created by the Attorneys Acts of 1843 and 1860. In consequence of the above difference of opinion, and of the apathy shown by the great majority of the provincial law societies, and the council having brought the question before the annual meeting of the Associated Provincial Law Societies, when, as will be seen on reference to the report of the deputation attending that meeting (see Appendix "C"), the subject was not entertained, the council have not laid the matter before the Incorporated Law Society, U.K., feeling that any agitation to secure the abolition of the duty can only be made successful by the hearty co-operation of all the societies.

Telegraph and Telephone Wires.—The council in its last report called attention to the necessity of legislation as regards private telegraph wires. They accordingly brought the matter before the annual meeting of the Associated Provincial Law Societies, but no action was taken thereon. The council regret this, believing it would be advantageous to the community if the law of public wires applied to those belonging to private individuals.

Bills of Sale.—The case of *Sharpe v. Birch, Simpson, claimant*, reported in the *Weekly Notes*, 1881, p. 146, having thrown great doubt on the validity of some bills of sale, the council have considered the matter, and it is of opinion that the objection raised successfully in the above case could not be substantiated against the form of affidavit given in the general rules, and which has been used extensively in this locality.

Miscellaneous.—The council desire to remind the members that it is not requisite now for the signatures to a notice of dissolution of partnership signed in the country to be verified by a declaration, providing the attesting witness is a solicitor duly entered in the *Law List*.

Also that the value of freehold or leasehold property, directed by a will to be sold, may be entered in a residuary account without producing the certificate of a professional valuer, provided the solicitor shows the manner in which he arrives at the value inserted.

On Tuesday, the Irish Court for Crown Cases Reserved gave judgment upon a motion raised in the case of *Thomas Colclough*, the stamp distributor, now under sentence of ten years' penal servitude for defrauding the Stamp Office. The majority of the court held that the evidence to which exception was taken had been properly admitted. Mr. Justice Barry who tried the case and reserved the question, and also Mr. Baron Fitzgerald, dissented from the judgment. Colclough was indicted for having uttered three specific stamps, proved to be forgeries. The Crown produced several documents on the court files, and proved by an expert that the stamps on them also were forgeries, and that the dates were affixed with the instrument used in affixing date stamps on the forged documents in question. For the prisoner it was contended that there was no proof of his having any connection with these collateral documents, and that they were therefore inadmissible. Judge Barry admitted the evidence, reserving the question for the court whether he was warranted in permitting the jury to regard the documents issued by the prisoner as evidence of his guilty knowledge. Chief Justice Morris was of opinion that the evidence was receivable, and that counsel for the Crown would have neglected their duty if they had not pressed it in evidence as both material and pertinent to the issue, or had failed in doing so on any *a priori* reasoning as to the capacity or credulity of the jury or the idiosyncrasy of the judge. It was proved that Colclough had sold forged stamps, the subject of the indictment. In his office was found what might be shortly called a laboratory for forging, making such a *prima facie* case against the prisoner as to call for explanation. Nobody admired Judge Barry's common sense more than he, though he seemed to be diffident about it himself; but he was one of those who did not think that because a judge was entering on the trial of prisoners he was to leave his common sense outside the court as Eastern suitors left their shoes. The Lord Chief Justice held that it was the judge's duty to submit the evidence in the case of documents which bore the prisoner's peculiar trade-mark. The result was that the majority of the court thought the evidence was properly admitted, and therefore the conviction must stand.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates were successful at the Intermediate Examination held on the 19th of January, 1882 :—

Adams, Arthur Robert	Holbrook, Walter
Aitkens, Geoffrey Marc	Holcroft, Charles
Almond, Henry	Holme, Herbert Joseph
Appleyard, Henry Newman	Holmes, Leonard
Ashburner, Robert William	Homewood, William Alfred
Aston, John William	Hood, William
Atherton, James Henry	Hornby, Louis Henry
Baker, Arthur	Hossack, John Gutzmer
Barrett, Osman James	How, Charles Walsham, B.A.
Bateson, Walter Edward	Ilderton, William Sanderson, B.A.
Batters, Edward Miles	Ilderton, Robert Milford, B.A.
Baynes, Edward Niel	Isherwood, James
Beale, Samuel Martin	Jackson, John
Blake, Ernest John	Jackson, Michael
Brazil, Frank William	Jacob, George Ugle
Briggs, John Warren	James, Frank
Broomhead, Henry Broomhead	Jarvis, C. J. Ernest
Bromwich, Henry Halford	Jenkins, William Henry Jeffrey
Brown, John Frederick	Jerman, James Colin Stuart
Brown, Alleyne	Jones, Daniel William
Burbridge, Henry Simmons	Jones, Llewellyn Gwynne
Burton, Walter Francis	Joyce, Cyril, B.A.
Butlin, Philip Muscir	Kennett, Louis Augustus
Callender, Edward Gordon	Kesteven, Thomas Lawrence
Caralake, Lewin Bampfild	King, Arthur Herbert
Challinor, Edward	Lawrence, William Thomas
Challinor, Robert Gallimore	Lee, Percy Northrop
Chapman, Henry Cantley Theobald	Lewin, Harold Chaloner
Charles, John Alan Carnegie	Lewis, William Stevens
Chelmeley, Montague Francis	Lloyd, Herbert Arthur Jones
Clarke, Alexander	Loxdale, Geoffrey Walter Pele, B.A.
Clark, Cecil Somers	Maclean, Harry Robert Alexander
Clarkson, Oswald Henry	Marshall, Charles William
Collins, George Vernon	Marsack, Edward Lethbridge
Corsellis, George Cesar	Marston, John Beale
Court, Walter Henry	Matcham, Walter J. R.
Crompton, William Wolstenholme	Matthew, George Cory
Crossman, Edward Herbert, B.A.	Matthew, Henry John
Cuthbertson, Joseph	Morris, Archibald Sykes
Dixon, George Anthony	Naughton, George Herbert
Dodd, James Jonas	Neal, Arthur
Dobie, Douglas	Newton, Alfred William, B.A.
Duke, Charles	Novelli, Philip Charles, B.A.
Dyson, Maurice, B.A.	Nowell, John
Edwards, Alfred Singleton	Oates, Benjamin John
Edwards, Frederick Harold	Parker, Robert John Crompton
Ede, Charles	Pawle, Alfred George
Elers, William Codrington	Payne, John Henry, B.A.
Evans, Stanley	Perkin, Charles Thornton
Fedden, William Agnew	Phillips, James Cross
Fendick, Albert Leopold	Pidduck, Charles Woodward
Fisher, Arthur	Pigg, David John
Foley, Charles Windham	Platnauer, Raphael
Ford, Charles Bell Eustace	Prince, Henry
Foreman, Charles Nuthall	Proctor, John
Forrest, Richard Walter	Rainey, Charles Frederic
Foster, Horace Edward	Reeve, Edmund
Fowke, Ernest Cope	Reinhardt, Walter Hope
Garnett, Edward William	Reynolds, Louis Baillie
Gerrard, George Ellis	Richards, Thomas Glasbrook
Gem, Owen Ball	Ridley, Edward Louis
Gibson, Herbert William	Ridley, John Thompson
Giles, Edward Sharman	Roberts, Edward William
Gillart, Edmund	Rodd, Richard Robinson
Goddard, Charles Edward	Romain, David Anidjar
Graham, Albert Edward	Roper, John James
Gray, James, B.A.	Rowland, W.
Greenwell, Edward Eyre	Shaw, Marmaduke Spicer
Greig, William Grant	Sills, Francis Harry
Gribble, Herbert Willis Reginald	Simms, Alfred
Guedalla, Joseph	Slater, P. W.
Hainsworth, Charles John	Smith, Austin Cook
Hall, Thomas Walter	Smith, John William, B.A.
Hale, William	Smith, William
Hankinson, Edward Ernest	Smith, William Frederick
Harley, George	Solomon, Joseph
Harris, William Hector	Stenden, George Douglas
Hartland, Charles James, B.A.	Stark, Augustus
Hawken, John Frederick	Stikeman, Mervyn Walter
Heald, John Charles	Stone, Charles Henry
Hewitt, Howard Lucy	Sugden, Harry Percival
Hewitt, Harry Moses	Swaby, Frederick Eustace
Hiron, John Eden	Swinson, Frederick
Hodge, John Henry	Symond, Elwy Davies

Taylor, Bertram Augustus
 Taylor, Herbert Behan
 Thomas, Charles Edward
 Turner, Charles Mallord William
 Tweed, Frederick Gordon
 Underhill, William Hamilton, B.A.
 Venn, Richard William Henry
 Voss, John Matthew
 Wainscot, Thomas
 Wakefield, John Edward William, B.A.
 Walker, Arthur Mewburn
 Walker, Harold
 Walsh, Henry John Digby
 Walsh, Shelford
 Warhurst, Stephen James
 Watts, Herbert Edwin

Wells, George Edwin
 Wethey, Richard Edward
 White, Thomas
 White, Dudley Steart
 Whitelock, William Henry, B.A.
 Wigan, Alfred Lewis
 Wild, Arthur Francis Verulam
 Williams, David Christopher Rowlands
 Williams, Llewelyn
 Williamson, John Arnot
 Willis, Henry John
 Wilson, Thomas
 Winship, Charles Edward
 Wragg, John Haywood
 Yolland, John Creadwine
 Young, Charles Vernon

FINAL EXAMINATION.

The following candidates were successful at the Final Examination held on the 17th and 18th of January, 1882 :—

Adams, Charles Lemeale	Helliwell, Frederick William
Adams, John	Heron, John Scott
Alcock, William	Hill, Francis Arthur
Allen, Leonard	Hodges, Francis Edward
Apin, Frederick Charles	Howard, Ernest
Ashford, William	Humphreys, Edward Wynne
Attwood, Matthew	Hunt, Edward
Barber, Thomas William	Hunt, George Henry
Barrows, George William	Jackson, Arthur Percy, B.A.
Beamish, Josiah	Jones, Charles Allan
Bell, Gustavus Charles	Joyce, Francis Albert
Bell, George John	Kindler, Alfred Wilkinson
Bennett, Frederick Ernest	King, Charles Stewart
Bentley, Richard Herbert	Knowles, John Wright
Bernard, David Henry	Lander, Robert Ernest Foulis
Bickersteth, Hugh	Langdon, George James
Birch, Ernest	Latley, Henry, B.A.
Blacklock, Thomas James Irving	Leech, Ernest Edward
Bland, John Arthur	Lewis, William James
Boote, Daniel Percival, B.A.	Lingard, John Thornley
Boyce, Arthur Courtenay Woolcombe	Llewellyn, John Charles, B.A.
Boyer, Edward Lawrence	Longbottom, Lewis Henry
Broadbent, Thomas William	Longton, Henry Johnson
Brown, Hugh	Lyttelton, The Hon. Robert Henry, M.A.
Burchell, Frederick	McKenna, Theodore
Butler, William	McMaster, John Maxwell
Carter, George William	Manning, Thorold Davys
Chandler, Pretor Whitty	Meade, Edward
Chapman, James John	Meek, Ernest Edwin
Christopher, Theodore	Metcalf, Henry Seymour
Clarkson, James	Mills, Arthur
Cottingham, Robert Martin Johnson	Mills, Thomas Storeton, B.A.
Coulton, Edmund Lees	Moore, William James Randall
Cure, Francis Capel, B.A.	Morris, Francis George
Davies, Herbert Wyatt, B.A.	Munna, Arnold Edward
Davis, Herbert Martin	Nance, Walter Norris
Dawes, Frank	Nelson, Herbert
Dennison, Thomas Alfred	Newman, Samuel Alfred
Dicker, John Oldridge	Nicholson, Abraham
Domakin, John	Norton, William Henry
Duka, Francis, T. T., B.A., LL.B.	Nowell, Francis Joseph
Dutton, Frederick William, B.A.	Okell, John
Dyball, Robert Henry	Oldham, Arthur
Earl, William	Peskett, Frank
Eastley, Charles Henry	Phillips, Mervin White
Emmett, George Henry	Piper, Alfred Towry
Evans, Daniel	Piant, Charles Harvey
Fairbrother, William Bell	Pointing, Thomas Hayward
Foreyth, Thomas Edward	Pope, Sydney Philip
Fort, John, B.A.	Price, Meredith Lewis Willy Lloyd
Frankland, Francis Ambrose	Procter, Richard
Frederick, Henry Penrice	Rayner, Thomas Dyson, B.A.
Garland, Henry	Roberts, Harry Price
Gordon, Edward Johnston	Robertson, Arthur George Shaw
Gould, Theodore Henry, B.A.	Rydon, Arthur Hope
Graham, Frank Augustus	Sandeman, Samuel
Graham, Lawrence Brisco	Selwyn, George Arthur, B.A.
Greenway, Henry	Shaw, George Malcolm
Grimes, Farnham Flower	Shoppes, Gerald Augustine, B.A.
Grover, Montague Herbert	Simpkinson, Frederick George
Gurdon, Edward Temple, B.A.	Sinnett, James Morice, B.A.
Gwit, Charles Evelyn	Smith, David Duncan
Hadow, Malcolm McGregor	Smith, Harold Oxley Chamberlain
Hammond, Henry Benjamin William	Smurthwaite, Baynes Wright
Hardman, Frederic William	Solly, Godfrey Allan
Harris, Alfred Tanner	Spark, Thomas Blake
Harris, Frank Bridal	Spickett, James Edward
Haye, William	Stedman, Reginald John Mascall
Heaton, Tom	Strahan, William Henry

Sammers, Edmund William Bowlas
Sykes, Frank
Sykes, Joseph
Talbot, Henry Thomas, B.A.
Talbot, James Hay
Tanner, Walter John, B.A.
Taylor, Frederick
Taylor, William Frederick
Thomas, Frank
Toogood, Thornton
Tuck, Arthur William
Turner, Ernest
Tweedy, George
Vaisey, Arthur Reginald
Variables, Arthur

Walker, Thomas Flewitt
Walmsley, George Daxon
Watts, William Day
Webster, Reginald Thomas
Wheeler, Thomas Henry, B.A.
Whitfield, William
Wilkinson, William Musgrave
Williams, Benjamin
Williams, Roderick
Wilson, George Worria
Winter, Charles Pearson
Withy, Alfred Ernest
Wolff, Frederick Louis
Wynne, Campbell Montague Edward

COUNCIL OF LEGAL EDUCATION.

HILARY EDUCATIONAL TERM, 1882.

Prospectus of the Lectures of the Professors.—The Professor of Roman Law will, during the ensuing educational term, deliver a course of twelve lectures on the Roman law of ownership and other real rights. The first lecture was delivered on Monday, January 16, 1882, at 2.30 p.m. The subsequent lectures on the above subject will be delivered on Thursdays and Mondays at the same hour.

Equity.—The Professor of Equity will, during the ensuing educational term, deliver a course of twelve lectures upon the principles of assignment and charge in equity. The first lecture was delivered on Friday, January 13, 1882, at 4.15 p.m., and the subsequent lectures will be delivered at the same hour on Wednesday and Fridays.

Law of Real and Personal Property.—The Professor of the Law of Real and Personal Property will deliver, during the ensuing educational term, twelve lectures on the law of vendors and purchasers of real estate, the conveyance, and matters relating thereto. The first lecture was delivered on Friday, January 13, 1882, at 3.5 p.m. The subsequent lectures will be delivered on Tuesdays at 4 p.m., and on Fridays at 3.5 p.m.

Common Law.—The Professor of Common Law will, during the ensuing educational term, deliver twelve lectures on the principles of criminal law. The first lecture was delivered on Monday, January 16, 1882, at 4.15 p.m. The subsequent lectures will be delivered on Thursdays and Mondays at the same hour.

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall on Wednesday, the 1st of February, Mr. D'A. B. Collyer in the chair. Mr. William Gamble and Mr. W. Denham were elected members of the society. Mr. Richardson moved "That the exigencies of Parliamentary debate require the institution of the *Closure*," being supported by Messrs. Mott, Whitehouse, Joel, Parker, Parsons, and Bartrum, and opposed by Messrs. Brown, Roher, Kains-Jackson, Bartley, Dennis, and Tillotson. The chairman having summed up, the motion was put to the meeting and lost by a majority of four votes.

The weekly meeting of this society was held at Clement's-inn Hall on Wednesday, the 8th inst., Mr. D'A. B. Collyer in the chair. Mr. F. Harvey Samuel moved "That the British Government should remonstrate with Russia on the subject of the recent outrages on the Jews in that country." Mr. Newman seconded the motion, and an interesting discussion ensued in a rather full house. The motion had the support of Messrs. Brown and Kains-Jackson, and was opposed by Messrs. Dowson, Whitehouse, Trotter, Symes, and Parsons. Mr. Harvey Samuel replied, and the chairman, after summing up, put the question to the meeting, when the motion was negatived by one vote.

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, February 7.—Mr. C. E. Barry in the chair.—Messrs. W. Wells, J. E. W. Rider, A. L. Graham, G. B. Ellis, and S. J. Hood were elected members. On the motion of Mr. Bartlett, a vote of thanks was unanimously accorded to Mr. Napier, the late secretary. The society loses a most valuable officer in Mr. Napier, who has acted as hon. secretary for more than two years, and it is to the energetic and courteous way in which he has performed the duties of his late office that the present prosperity of the society is to a great extent attributable. The election of a new secretary in the place of Mr. Napier then took place, and Mr. E. G. Spiers was elected to fill the vacancy. The remainder of the evening was devoted to business, the principal part of which was the discussion of a motion, proposed by Mr. F. J. Green, for the institution of "social meetings" of the members of the society. The question raised considerable discussion, and was ultimately carried by a majority of sixteen. The duty of making the necessary arrangements for these meetings rests with the committee. There were thirty-three members present at the meeting. The debate for next Tuesday, the 14th inst., will be on the subject of the Queen's Speech.

Mr. T. J. Stone has been appointed principal clerk of committees in the House of Commons, in the room of Mr. Charles Eales, deceased.

The death is announced of Dr. M'Blain, one of the Dublin divisional police magistrates. He had only held the post for twelve months.

OBITUARY.

MR. CHARLES CHAPMAN BARBER.

Mr. Charles Chapman Barber, barrister, died rather suddenly at his residence, 71, Cornwall-gardens, on the 5th inst. Mr. Barber was educated at St. John's College, Cambridge, where he graduated as ninth wrangler in 1833. He was a pupil in the chambers of Mr. Duval, the well-known conveyancer, and he was called to the bar at Lincoln's-inn in Easter Term, 1833. He was a sound equity lawyer and excellent conveyancer, and for over forty-eight years enjoyed a very large junior practice. He was a member of the Chancery Procedure Commission in 1853, and rendered valuable assistance in framing the rules of practice under the Chancery Amendment Acts. Mr. Barber was junior counsel for the defendants in the equity stage of the Tichborne litigation, and he held a junior brief in the ejectment action in the Court of Common Pleas. He was also one of the junior counsel for the Crown in the prosecution for perjury, and it is said that he was engaged in court for 103 days in the ejectment case, and for 188 days in the perjury case. In 1874 he was appointed by Lord Cairns to be judge of county courts for Circuit No. 6 (Hull and the East Riding), but he resigned the office in a few weeks, and resumed his practice at the bar.

MR. THOMAS THIMBLEBY.

Mr. Thomas Thimbleby, solicitor, of Spilsby and Wainfleet, died at the former place on the 27th ult. from paralysis. Mr. Thimbleby was admitted a solicitor in 1837, and had practised for over forty years at Spilsby, having a branch office at Wainfleet. His son, Mr. Thomas William Thimbleby, who was admitted a solicitor in 1869, had been for several years in partnership with him. He was a perpetual commissioner for Lincolnshire, and since 1862 he had been clerk to the county magistrates at Spilsby. He had been for many years honorary secretary to the Spilsby Volunteer Rifle Corps. He was buried at East Keal on the 1st inst.

MR. GEORGE WILLIAM HAINES.

Mr. George William Haines, solicitor, of Gloucester, died on the 31st ult. from consumption. Mr. Haines was born in 1845. He was formerly a clerk in the office of Messrs. Whitcombe & Sons, of Gloucester, and he afterwards served his articles with Mr. Philip Cooke, of that place, and with Messrs. Hathaway & Andrew, of Great James-street. He was admitted a solicitor in 1874, and he had practised for nearly eight years at Gloucester, where he had gradually established a lucrative practice. He was a most able advocate, and he had a large amount of county court and criminal business. Mr. Haines was a town councillor for Barton Ward, and he was for several years a poor law guardian. He was agent for the Liberal party at the last general election. He was buried at the Gloucester Cemetery on the 4th inst. Mr. Haines leaves a widow and one son, and his premature death is lamented by a large circle of friends.

MR. WILLIAM DENNIS.

Mr. William Dennis, solicitor (of the firm of Dennis & Faulkner), died at Northampton on the 29th ult. Mr. Dennis was the son of Mr. Richard Dennis, of Northampton. He was born in 1816, he served his articles with Mr. John Hensman, of Northampton, and he was admitted a solicitor in 1838. He was a perpetual commissioner for Northamptonshire, and he had a very important private practice. On the passing of the first County Courts Act he was appointed assistant clerk of the Northampton County Court, and since 1856 he had been registrar of the court (Circuit No. 36). He was also district registrar under the Judicature Acts. He had been for some time past associated in partnership with Mr. John Joseph Faulkner, LL.D. Mr. Dennis took an active part in politics and in municipal business. He was a member of the Unitarian body, and one of the leaders of the Liberal party at Northampton. He had been twice mayor of Northampton, and he was an alderman for the borough at the time of his death. He was buried at the General Cemetery at Northampton on the 2nd inst.

LEGISLATION OF THE WEEK.

HOUSE OF COMMONS.

Feb. 8.—New Bills.

Leave was given for the introduction of the following Bills:—
Bill to prescribe the procedure in England and Ireland relative to indictment or information for the punishment of offenders, and to provide appeal in criminal cases.—Mr. HORWOOD.

Bill to make better provision for inquiries with regard to boiler explosions.—Mr. MASON.

Bill to amend the Bills of Sale Act, 1878.—Mr. MONK.

Bill to make provision for payment of all Roman Catholic chaplains to workhouses, industrial schools, and gaols in Great Britain.—Mr. BYRNE.

Bill to amend the administration of the income tax.—Mr. HUBBARD.

Bill to release the occupier of land from the personal payment of tithe rent-charge.—Mr. S. LEIGHTON.

Bill for the better protection of women and children in England from crimes of violence.—Mr. T. SULLIVAN.

Bill to abolish the law of distress for the rent of agricultural holdings.—Mr. BLENNERHASSETT.

LEGAL APPOINTMENTS.

Mr. EDWARD HERBERT BURKITT, solicitor, of 6, London-wall, has been appointed Clerk to the Tin Plate Workers' Company, in succession to his father, the late Mr. Edward Burkitt. Mr. E. H. Burkitt was admitted a solicitor in 1877, and is also clerk to the Carriers' Company.

Mr. HERMANN HENRY MYER, solicitor, of 30, New Bridge-street, Blackfriars, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HENRY HOMEWOOD CRAWFORD, solicitor (of the firm of Chorley, Crawford, & Chester), of 34, Moorgate-street, has been appointed Honorary Solicitor to the French Hospital, in succession to the late Mr. Frederick Ouvry. Mr. Crawford was admitted a solicitor in 1872. He is a commissioner of lieutenancy for the city of London, and he has served the office of undersheriff of London and Middlesex. He is also solicitor to the Vintners' Company.

The Right Hon. HENRY CECIL RAIKES, barrister, who has been elected M.P. for the Borough of Preston in the Conservative interest, is the eldest son of the late Mr. Henry Raikes, of Llwynegryn Hall, Flintshire, and was born in 1838. He was educated at Shrewsbury, and he was formerly scholar of Trinity College, Cambridge, where he graduated in the second class of the classical tripos in 1860. He was called to the bar at the Middle Temple in Easter Term, 1863, and he formerly practised on the North Wales and Chester Circuit. From 1868 till 1880 he was M.P. for the city of Chester, and from 1874 till 1880 he was Chairman of Committees in the House of Commons. Mr. Raikes was sworn a member of the Privy Council in March, 1880, and he is a magistrate for Chester and Flintshire, a deputy-lieutenant for the latter county, and a bencher of the Middle Temple.

Mr. MICHAEL PLACID LYNCH, barrister, has been appointed Official Assignee of the Insolvent Debtors' Court at Bombay. Mr. Lynch was called to the bar at Lincoln's-inn in Easter Term, 1871.

Mr. WILLIAM HENRY BAILEY, registrar of the District Probate Registry at Lancaster, has been appointed by the Right Hon. Sir James Hannen to be Registrar of the District Probate Registry at Exeter, in succession to Mr. Charles Henry Turner, deceased.

Mr. THOMAS HENRY BARTLETT, solicitor, of 2, Arthur-street West, has been elected Chairman of the Law and City Courts Committee of the Common Council. Mr. Bartlett was admitted a solicitor in 1861. He is a common councilman for Candelwick Ward.

Mr. THOMAS BEARD, solicitor, of 10, Basinghall-street, has been elected Chairman of the Billingsgate Market Sub-committee of the Common Council. Mr. Beard has served the office of under-sheriff of London and Middlesex, and he is a common councilman for Bassishaw Ward. He was admitted a solicitor in 1858, and he is in partnership with his sons, Messrs. Walter James Westcott Beard and Thomas George Beard.

Mr. HENRY KING THORNE, solicitor, of Barnstable and Ilfracombe, has been appointed Solicitor to the North Devon Building Society, on the resignation of his brother Mr. John Arnoll Thorne, who has been elected a director of the same society. Mr. H. K. Thorne was admitted a solicitor in 1871.

Mr. SAMUEL WELLS PAGE, solicitor (of the firm of Flewker & Page), of Wolverhampton, has been elected President of the Wolverhampton Law Society for the ensuing year. Mr. Page was admitted a solicitor in 1870.

Lord Justice HOLKER has been sworn in as a member of the Privy Council.

Mr. WILLIAM CHARLES POWNING, solicitor (of the firm of Lee, Houseman, & Powning), of Salisbury, has been unanimously elected Town Clerk of that city, on the resignation of his partner, Mr. Charles Marsh Lee. Mr. Powning is also clerk to the city magistrates. He was admitted a solicitor in 1874.

The Right Hon. Sir GEORGE WILLIAM WILSHERE BRAMWELL, who has been created Baron Bramwell of Haver, is the son of Mr. George Bramwell, a London banker, and was born in 1809. He was called to the bar at the Inner Temple in 1838, and he practised on the Home Circuit. He became a Queen's Counsel in 1850, and in 1856 he was appointed a baron of the Court of Exchequer, and received the honour of knighthood. In 1876, on the passing of the Appellate Jurisdiction Act, he was appointed a judge of the Court of Appeal, and was sworn a member of the Privy Council, and he retired from the bench in October last. Lord Bramwell served on the Common Law Procedure Committee and on the Judicature Commission, and he is a bencher of the Inner Temple.

Sir HENRY JAMES SUMNER MAINE, K.C.S.I., LL.D., master of Trinity Hall, Cambridge, late professor of jurisprudence in the University of Oxford, has been elected an Honorary Fellow of Corpus Christi College, Oxford.

Mr. JOHN PAGE MIDDLETON, barrister, has been appointed Queen's Advocate for the Gold Coast Colony, in succession to Mr. Thomas Woodcock, deceased. Mr. Middleton is the son of Mr. John Page Middleton, of Hindringham, Norfolk. He is a graduate of Trinity Hall, Cambridge, and he was called to the bar at the Middle Temple in Trinity Term, 1874. He is a member of the South-Eastern Circuit, and he was formerly one of the staff of the WEEKLY REPORTER.

DISSOLUTIONS OF PARTNERSHIPS.

GEORGE WYATT DIGBY and ARTHUR EVANS, solicitors (Digby and Evans), Maldon, Essex, Jan. 31. [Gazette, Feb. 3, 1882.]

FRANCIS JAMES RIDSDALE, deceased, and FRANCIS JAMES RIDSDALE, jun., solicitors, No. 5, Gray's-inn-square. October 31, the date of the death of the said Francis Ridsdale. The said Francis James Ridsdale, the surviving partner, will in future carry on the said business at 5, Gray's-inn-square, under the style or firm of Ridsdale & Son. [Gazette, Feb. 7, 1881.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARRY'S CONDENSED SOUP AND FOOD COMPANY, LIMITED.—Petition for winding up presented Jan 31, directed to be heard before Chitty, J., on Feb 11. Rogers and Chappell, Queen Victoria st., solicitors for the petitioner.

GENERAL FINANCIAL BANK, LIMITED.—Petition for winding up, presented Feb 1, directed to be heard before Bacon, V.C., on Feb 11. Brandon, Essex st, Strand, solicitors for the petitioners.

LIBERIA LAND AND INVESTMENT COMPANY, LIMITED.—Kay, J., has fixed Feb 9 at 11 for the appointment of an official liquidator.

PATENT ENAMEL ADVERTISING COMPANY, LIMITED.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Henry Seymour Foster, 3, Copthall bldgs. Mar 8 at 12 is appointed for hearing and adjudicating upon the debts and claims.

PURE BEVERAGE COMPANY, LIMITED.—Petition for winding up, presented Feb 1, directed to be heard before Chitty, J., on Feb 11. Gooch, Fenchurch bldgs, solicitor for the petitioners.

SOCIETY OF AFRICAN TRADERS, LIMITED.—Fry, J., has by an order, dated Jan 26, appointed Joseph Dodson Good, 5, Serjeant's inn, Fleet st, to be the official liquidator. [Gazette, Feb. 3.]

CO-OPERATIVE FORAGE SUPPLY ASSOCIATION, LIMITED.—By an order made by Kay, J., dated Jan 29, it was ordered that the voluntary winding up of the association be continued. Beall and Co, Queen Victoria st, solicitors for the petitioner.

FINE ARTS ALLIANCE CO-OPERATIVE SOCIETY, LIMITED.—By an order of Hall, V.C., dated Jan 27, it was ordered that the society be wound up. Fisher, Finsbury part, solicitor for the petitioner.

GENERAL FINANCIAL BANK, LIMITED.—Petition for winding up, presented Feb 4, directed to be heard before Chitty, J., on Feb 18. Bellamy and Co, Bishopsgate st, Within, solicitors for the petitioner.

J. WINSLOW JONES AND COMPANY, LIMITED.—By an order made by Fry, J., dated Jan 27, it was ordered that the voluntary winding up of the company be continued. Webb and Co, Queen Victoria st, solicitors for the petitioner.

TURNBULL PATENT PONTON DOCK AND SLIPWAY COMPANY, LIMITED.—Creditors are required, on or before Mar 7, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Smyke, Sunderland. Mar 21 at 11 is appointed for hearing and adjudicating upon the debts and claims.

VOX COLLIERY COMPANY, LIMITED.—Bacon, V.C., has fixed Feb 16 at 12 at his chambers, for the appointment of an official liquidator. [Gazette, Feb. 7.]

UNLIMITED IN CHANCERY.

LONGSIGHT PERMANENT BENEFIT BUILDING SOCIETY.—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to Thomas Aldred, 100, King st, Manchester. Mar 14 at 11 is appointed for hearing and adjudicating upon the debts and claims.

MUTUAL AID PERMANENT BENEFIT BUILDING SOCIETY.—By an order made by Hall, V.C., dated Jan 27, it was ordered that the society be wound up. Jones and Co, Lincoln's inn fields, solicitors for the petitioner.

SEVENTH EAST CENTRAL BENEFIT BUILDING SOCIETY.—Creditors are required, on or before Mar 3, to send their names and addresses, and the particulars of their debts or claims, to Walter Winder Feast, Mincing lane. Friday, Mar 10, at 12, is appointed for hearing and adjudicating upon the debts and claims. [Gazette, Feb. 7.]

COUNTY PALATINE OF LANCASTER.

CLITHERON PERMANENT BENEFIT BUILDING SOCIETY.—By an order made by Bristow, V.C., dated Jan 26, it was ordered that the society be wound up. Sale and Co, Manchester, solicitors for the petitioner. [Gazette, Feb. 3.]

FRIENDLY SOCIETIES DISSOLVED.

TRUTH AND HAPPINESS LODGE OF THE PHILANTHROPIC INSTITUTION, M.U., Globe Inn, Ebbw Vale, Monmouth. Feb 1. [Gazette, Feb. 7.]

NEW ORDERS, &c.

THE SUPREME COURT OF JUDICATURE.

COMMISSIONERS FOR OATHS.

Notice.

Whereas it has been represented to the Lord Chancellor that commissioners to administer oaths in the Supreme Court of Judicature are sometimes requested, subsequently to the swearing of affidavits, to initial alterations in the same: Now, this is to give notice that no alteration can properly be made in any affidavit after the same has been sworn, and that any commissioner initialling such an alteration would commit an irregularity, and would render himself liable to the revocation of his commission.

By order of the Lord Chancellor,

February 6, 1882.

H. LATHAM, Registrar.

CHANCERY DIVISION.

ORDER OF COURT.

Tuesday, the 7th day of February, 1882.

Whereas from the present state of the business before the Vice-Chancellor Sir James Bacon and Mr. Justice Kay, it is expedient that a portion of the causes transferred to Mr. Justice Kay by the order dated the 10th of January, 1882, should be transferred to Vice-Chancellor Bacon: Now I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedule hereto be accordingly transferred from Mr. Justice Kay to the Vice-Chancellor Sir James

BAIRD, MARY MAGDALENE, Bath. April 19. Cowdry, Bath
BRANFORD, ELIZABETH, Thorpe, Norwich. Mar 1. Copeman and Ladell, Norwich
BRITTLER, ABRAM, Lepton, nr Huddersfield, Woollen Manufacturer. Mar 21. Vaudrey,
Manchester
BROOK, RICHARD NATHANIEL, Wolverhampton, Gent. Mar 3. Thorne and Co, Wolver-
hampton
BROWN, FREDERICK JAMES, Bath, Gent. April 1. Jeans and Morgan, Manchester
CADMAN, WILLIAM JOHN SMELTER, York, Esq. Mar 31. Nicholson and Co, Wath
CALDIKE, PIERRE ANTOINE, Bath, Hairdresser. Mar 11. Gill and Bush, Bath
COGAN, FRANCIS EDU, Yeovil, Gent. Mar 11. Watta, Yeovil
COGSWELL, JAMES, Bath. Mar 1. Gill and Bush, Bath
EDWARDS, JOSEPH MOORS, Hyde, Chester, Beerseller. Feb 17. Smith Bros., Hyde
GLENNY, EDWARD, Barking, Essex, Market Gardener. Mar 15. Barker, Old Broad st
HADWEN, ISAAC, Liverpool, Broker. Feb 23. Bateson and Co, Liverpool
HANSON, WILLIAM, Walton, nr Liverpool, Team Owner. Feb 23. Quiggin, Liverpool
HURDLE, FRANCES, Yeovil. Mar 10. Watta, Yeovil
LAING, CHARLES PARKINSON BENJAMIN, Lee, Kent. Mar 23. Mount, Gracechurch st
LITTLE, JOHN, Manchester, Estate Agent. Mar 11. Sale and Co, Manchester
MILHAM, WILLIAM, Stalybridge, Chester, Joiner. Mar 1. Whitehead, Stalybridge
MILLEN, DAVID GRAMAM, Camberwell New rd, Kennington, M.D. Mar 25. Marsden
and Wilson, Old Cavendish st
MORGAN, JOHN, Cardiff, Inspector of Coals. April 1. Jeans and Morgan, Manchester
PEGGE, JOSEPH, Uttoxeter, Stafford, Farmer. April 1. Holland and Rigby, Ashborne
PERCIVAL, ELIZABETH, Warwick st, Picnic. Mar 10. Wilson and Son, Basinghall st
PHILLIPS, EDWARD THOMAS, Gravesend. Mar 1. Sandom and Co, Gracechurch st
PUDNEY, GEORGE HENRY, Wraybury, Bucks, Farmer. Mar 1. Wilkinson and Drew,
Bermondsey st
RALEY, JOHN, Cheltenham, Dealer in Antiques. Mar 11. Gill and Bush, Bath
RATCLIFF, RICHARD, Derby, Farmer. Mar 1. Sale and Mills, Derby
RAWLINS, WILLIAM, Yeovil, Gent. Mar 10. Watta, Yeovil
RICE, MATILDA, Cotham, Bristol. Feb 7. Murly and Co, Bristol
SALTMARSH, JOHN, Chelmsford, Gent. Mar 1. Leaver and Maskell, Lincoln's inn fields
WATERS, WILLIAM, Iden, Sussex, Retired Blacksmith. Mar 3. Dawes, Rye
WIGGINS, HARRIET SOPHIA, Norwich. March 6. Cooper and Davies, Norwich
WILES, JAMES HUGH, Isleworth, Builder. Feb 28. Perry, Guildhall chbrs, Basinghall st
WILLETT, THOMAS, New Shoreham, Sussex, Carpenter. Mar 6. Williams, New
Shoreham

BATTY, JOHN, Devonshire st, Mile End. Feb 25. Daval v Batty, Hall, V.C. White, Batty's inn fields

COLE, HARRIETT, Argyl rd, Kensington. Jan 30. Cowan v Cowan, Fry, J. Cowan, Henrietta st, Covent garden

COX, HENRY TERTIUS, Eastbourne, Wine Merchant. Feb 14. Betts v Cox, Chitty, J. Coote, Cursor st, Chancery lane

CRAWLEY, STRICKSON, Hemington, Northampton, Farmer. Feb 21. Chew v Crawley, Fry, J. Hunnybun, Huntingdon

HARRISON, GEORGE, Leicester, Esq. Feb 15. Parry v Spencer, Fry, J. Dutton, Leicester

MILLS, J. ETHANIEL, Handsworth, Stafford, Merchant. Feb 10. Mills v Muller, Fry, J. Jell, Birmingham

PHILLIPS, GEORGE, Grafton st, Mile End, Fish Salesman. Feb 15. Phillips v Baxter, Fry, J. Wilkinson, Bernmoudsey st, Southwark

WIGAT, GEORGE, Birmingham, Viewer, Royal Small Arms Factory. Jan 30. Martin v Corbett, Hall, V.C. Edwards, Birmingham

WILLIAMS, PHILIP. Feb 21. Thomas v Williams, Hall, V.C. Griffith and Corbett, Cardiff

[Gazette, Jan. 17.]

BOOTE, JOHN GIDNEY, Blundeston, Suffolk, Labourer. Feb 13. Brooks v Rounce, Bacon, V.C. Seago, Lowestoft

CORY, SAMUEL W. HENNETT, Great Yarmouth, Gentleman. Feb 14. Cory v Cory, Chitty, J. Cory, Chister

D'EPINEUIL, LIONEL COVENT, Ashford, near Staines. Mar 6. Tadmam v D'Epineuil, Fry, J. Warner, Quality st, Chancery lane

GANN, FRANCIS ANN, Whistable, Kent, Widow. Feb 20. Gann v Anderson, Chitty, J. Sankey, Canterbury

GOLD, NICHOLAS CHARLES, Fellows' rd, South Hampstead. Feb 16. Gold v Steele, Fry, J. Bell, Lincoln's inn fields

LAZARUS, GEORGE, Brede, Sussex, Grocer. Feb 17. Harris v Lazarus, Hall, V.C. Tolhurst, Gravesend

NICKISON, JOHN CHARLES, Star ct, Broad st, Warehouseman. Feb 18. Hicks v Nickison, Bacon, V.C. Wellborne, Duke st, London Bridge

PATCHETT, GRACE, Liverpool, Widow. Feb 14. Patchett v. Patchett, Chitty, J. Quilliam, Liverpool

[Gazette, Jan. 30.]

LAST DAY OF CLAIM.

ADDIDGE, GEORGE OLIVE, Christchurch, Southampton, Merchant. Feb 20. Sharp, Christchurch.

BAKER, FRANK KIRKBY, Park grove, Battersea pk rd, Gent. Mar 4. Hunt and Williams, Nottingham.

BELL, SUSAN, Benfield st, York rd, Battersea. Mar 15. Ward, Furnival's inn, Holborn.

BIDWELL, JOHN L., Lowndes sq. Mar 1. Frankish and Buchanan, Devereux chmbrs, Devereux ct, Temple.

BOOTHMAN, SARAH HURST, Alexandra pk, Nottingham. Feb 28. Burton and Co, Nottingham.

BRENNY, ALICE, Leamington Priors, Warwick. Mar 15. Hepburn and Co, Bird-in-Hand ct, Chapsald.

CRESSWELL, OWEN EDWARD, Pall Mall, Wine Merchant. Mar 1. Thomson and Co, Cornhill.

EGGAR, SAMUEL, Lympington, Southampton, Painter. Mar 14. Sharp, Lympington.

FIELD, ALFRED, Bristol. Mar 25. Harwood, Bristol.

FLEMING, WILLIAM, Lancaster, Gas Engineer. Feb 20. Nelson and Storey, Lancaster.

FOX, CALVIN, Red Lion passage, St George the Martyr, Watch and Clock Maker. Mar 1. Footner and Son, Romey.

The Calcutta correspondent of the *Times* says that a recent meeting of the Indian Legislative Council was enlivened by a discussion of an interesting and somewhat acrimonious character. The Transfer of Property Bill, one of the new codes which Mr. Stokes is so anxious to pass into law during the few remaining weeks of his term of office, had reached its final stage, and he moved that it be passed. After several members had spoken in favour of the motion, Mr. Plowden in a long speech, argued that the Bill had not received sufficient publicity, and cited opinions adverse to its provisions expressed by Sir James Stephen, Sir Richard Garth, and Justice Cunningham. The Lieutenant-Governor of Bengal and Mr. Rivers Thompson also deprecated undue haste. Mr. Stokes replied with some warmth, but consented to a postponement for three weeks, which was eventually agreed to.

MONEY SAVED.—Adopt Chappuis' Daylight Reflectors, to supersede gas or lamp light during the day. They are universally used from gentlemen's houses to workmen's shops or dwelling-places. (S. J.) Chappuis, Patentee, 60, Fleet-street, London.—[Adv.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	V. C. HALL.
Monday, Feb. 13	Mr. Ward	Mr. Jackson	Mr. Farrer
Tuesday 14	Pemberton	Cobby	Teesdale
Wednesday 15	Ward	Jackson	Farrer
Thursday 16	Pemberton	Cobby	Teesdale
Friday 17	Ward	Jackson	Farrer
Saturday 18	Pemberton	Cobby	Teesdale
	Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Feb. 13	Mr. King	Mr. Latham	Mr. Clowes
Tuesday 14	Merivale	Carrington	Koe
Wednesday 15	King	Latham	Clowes
Thursday 16	Merivale	Carrington	Koe
Friday 17	King	Latham	Clowes
Saturday 18	Merivale	Carrington	Koe

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

Hilary Sittings, 1882.

ADDITIONAL LIST—OPPOSED MOTIONS.

- 1 Hutton v Churchley
- 2 Chapman and anr v Berk and Co
- 3 Mountain, Horsley, and Collett v Irwin
- 4 Kirk v Boykett
- 5 Jones v Helder and ors
- 6 Liverpool Cotton Powder Co v The Cotton Powder Co
- 7 Fleming v Arbuthnot
- 8 Campoverde v Calcina
- 9 Whaley v Jenks and anr
- 10 The Eureka Consolidated Mining Co v The Richmond Consolidated Mining Co
- 11 Arundel and anr v Bignell
- 12 Same v Same
- 13 Goddard v Brewin
- 14 Haynes v Lacey
- 15 Unsworth v Local Board or Urban Sanitary Authority of Haydock
- 16 Benjamin v Stanger
- 17 Nicoll v Paul and ors
- 18 Hastie v Gomperts, B.S.
- 19 Same v Same, M.S.
- 20 Bell v Lawes
- 21 Shoolbred v Bianchi and Co
- 22 The Midland Ry Co v T and L Lennard
- 23 Chartered Mercantile Bank of India, London, and China v Netherlands India Steam Navigation Co, lmd
- 23a May and Co v Syndicate of Financiers, lmd
- 24 Curtrie v The Fine Arts Alliance Co-operative Society
- 25 Hirst and anr v Lawton
- 26 Spence and Co v Carling
- 27 Good v Jones
- 28 Stimpson v K and G McDonald
- 29 Ivans v Morris
- 30 Paine v Hay (expte Owen)
- 31 Newbould v Steade
- 32 Ward v Dredge
- 33 Luce v The Railway Passengers Assurance Co
- 35 King and Co v The Mayor, &c, of the Borough of Leamington
- 36 Manning v Laroque
- 37 Toke v Andrews
- 38 Herrman v Wallace
- 39 Vint and Brothers v Freestone and anr
- 41 Lamb, Bart, v The Metropolitan Life Association
- 42 Jones v Davies and anr
- 43 The Queen v Rowley
- 44 Foster v Tyndale
- 45 Turner v Bridgett (C H Wright, Clmnt)
- 46 Davis v Tompson
- 47 Hind v Cottrell
- 48 Wood v Bishop and anr
- 49 Nicoll v Paul and ors
- 50 In re Henry Staniland, a Solicitor
- 51 In re C G Gruber, a Solicitor
- 52 McManus v Pearce
- 53 Manning v Bayley
- 54 Chard Brothers v Jones
- 55 Thomson v South Eastern Ry Co, South Eastern Ry Co v Thomson
- 56 Dalton v The Guardians of the Poor of the Parish of St Mary Abbott, Kensington
- 57 In the Matter of E B Tattershall, a solicitor (expte Messrs Hepworth and Co)

LEGAL NEWS.

At a dinner given by the Clothworkers' Company on the 1st inst., the Master of the Rolls, responding for "The Bench and Bar," remarked that he was sorry to observe that one half the members of the bench, for whom he had but a few years since returned thanks in that hall, had left us for a different tribunal. Changes had been painfully rapid. Within the last twelve months six new judges had been appointed, and seeing that the total number of the judges of the superior courts was only twenty-eight, this was surely a remarkable addition to be made within so short a space of time as one year. The only consolation he could find was that, in considering the ages of those who had recently departed this life, it was to be noticed that the oldest was eighty-four years of age; the youngest seventy-four; the average being the respectable age of seventy-seven. As lawyers were fond of precedents, they might hope that the precedent was now well established, and that the next six would attain a similar age. Passing then to the question of the length of the legal term, Sir George Jessel pointed out that it was quite an exception for judges to be appointed under the age of fifty. Men past sixty years of age—the average age of judges—were not generally considered to be in the bloom of youth, and only in the case of judges did the public seem to expect that there should be an exception to the rule. But the public seemed to be horrified to find that the gentlemen who had worked very hard to attain this position, and who worked very hard to keep it, actually enjoyed a vacation of seventeen and a half weeks during the year. Speaking personally, he might say that one great attraction for him in making a very great, indeed, an enormous pecuniary sacrifice when he accepted the position he now held, was that he should lessen, to some extent, the severe and continuous labour which it was his lot as a law officer of the Crown to undergo. His predecessor, who had worked harder than any preceding Master of the Rolls, had at the end of his term of office sat for twenty-four weeks in the year. In accepting that post, therefore, Sir George Jessel said he had not expected to sit for more than half the year. But if a servant was engaged to work for half the year and his wages were calculated on that basis, it was not fair to make him work three-

fourths of the year. Since the passing of the Judicature Act, however, he had been sitting for over thirty-four weeks in the year, and his vacation of seventeen weeks was now threatened with diminution. Being one of those anxious to attain the respectable age of his predecessors, he might say that he did not think it possible profitably to get more work out of the judges. The public might make them sit longer, but they would get less work out of them. Responding to the toast of "The health of the Bench," he would venture to add that the best way to preserve their health was to give them sufficient time to recruit their strength.

SALE OF ENSUING WEEK.

Feb. 15.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Hereford Property (see advertisement, Jan. 28, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARNES.—Jan. 21, at 50, Kensington-park-road, W, the wife of John Gwrell Barnes, barrister-at-law, of a son.
BROADWOOD.—Jan. 29, at 25, Ovington-square, S.W., the wife of Edward Broadwood, barrister-at-law, of a son.
CASEY.—Jan. 26, at Hereford-road, W., the wife of T. J. S. Casey, barrister-at-law, of a son.
CASSERLEY.—Jan. 21, at 43, Brownwood-road, Finsbury-park, N., the wife of S. W. Casserley, barrister-at-law, of a son.
CROSS.—Jan. 28, at 93, St. George's-road, S.W., the wife of William Henry Cross, barrister-at-law, of a son.
DEES.—Feb. 5, at 58, Searsdale-villas, Kensington, the wife of William H. Dees, solicitor, of a daughter.

MARRIAGE.

SHARPE—LEIGH.—Jan. 31, at St. Stephen's, Hampstead, John Sutton Sharpe, of West Bromwich, Staffordshire, solicitor, to Elizabeth Kate, daughter of the late Joseph Manuel Leigh, of Haverstock-hill.

DEATHS.

BURGASS.—Jan. 28, Richard Burgass, of the Middle Temple, barrister-at-law, late First Judge of the S.C. Court, Madras, aged 71.
DENNIS.—Jan. 29, at Northampton, William Dennis, solicitor, Registrar of the County Court and District Registrar of the High Court of Justice, aged 65.
STRANGWAYS.—Feb. 8, at 2, Koppel-street, Russell-square, Thomas Henry Strangways, solicitor, aged 67.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Feb. 3, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chambers, James esq, Fenchurch st, Chemical and Varnish Manufacturer. Pet Jan 31. Murray. Feb 17 at 11
Fabrica, Jacob, Harp lane, Merchant. Pet Feb 1. Brougham. Feb 14 at 11
Newby, Edwin Henry, Queen Victoria st. Pet Jan 19. Hazlitt. Feb 15 at 12
Allis, Maria, Midville, Lincoln, Farmer. Pet Feb 1. Staniland. Boston. Feb 16 at 12
Bartlett, William, Sandown, I.W., Milliner. Pet Feb 1. Blake. Newport. Feb 20 at 3
Bell, Philip, Landport, Hants, Flour Factor. Pet Jan 30. Renny. Portsmouth, Feb 23 at 12
Drinkwater, Joseph, Wolverhampton, Beerhouse Keeper. Pet Jan 30. Sandert. Wolverhampton. Feb 16 at 12
Hunter, William Hugh, Marton-in-Cleveland, York, Farmer. Pet Jan 30. Crosby. Stockton-on-Tees. Feb 16 at 2.30
Kerslake, Stephen, Taunton, Somerset, Licensed Victualler. Pet Jan 31. Moyal. Taunton. Feb 18 at 11.30
Maxwell, John, South Harting, Sussex, Builder. Pet Jan 30. Jones. Brighton, Feb 22 at 12
Tate, John, and George Graham, Carlisle, Ironfounders. Pet Jan 25. Waugh. Cockermouth. Feb 15 at 12.30
Thomas, Elizabeth, Llangunnor, Carmarthen. Pet Jan 31. Lloyd. Carmarthen, Feb 15 at 12
Weir, James Thomas, Portsea, Hants, Toy Dealer. Pet Feb 1. Renny. Portsmouth, Feb 23 at 12

TUESDAY, Feb. 7, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cooper, James, Dorset st, Portman sq, Licensed Victualler. Pet Feb 3. Popsy. Feb 17 at 12
Williams, George Thomas, Commercial rd East, Nautical Instrument Maker. Pet Feb 6. Murray. Feb 22 at 12
Aston, Edwin, Over, Chester, Draper. Pet Feb 4. Speakman. Crowe, Feb 21 at 10.30
Cox, James Harrison, Birmingham, Baker. Pet Feb 2. Cole. Birmingham, Feb 16 at 12
Formby, Myles Lonsdale, Salcombe, Devon, Esq. Pet Feb 4. Edmonds. East Stonehouse, Feb 22 at 12
Howes, Josiah, Aylesbury, Bucks, Builder. Pet Feb 4. Watson. Aylesbury, Feb 25 at 3
Jewhurst, Richard, Margate, Ironmonger. Pet Feb 3. Furley. Canterbury, Feb 24 at 12
Leater, Charles, East Finchley, Retired Publican. Pet Jan 24. Boyes. Barnet, Feb 21 at 12
Liddle, Thomas, and William Edward Horncastle, Gateshead, Durham, Glass Manufacturers. Pet Feb 4. Daggett. Newcastle, Feb 17 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 3, 1882.

Jones, Thomas, Dukinfield, Chester, Grocer. Jan 26

TUESDAY, Feb. 7, 1882.

Denman, William, Amersham Vale rd, New Cross, Shipwright. July 20

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 3, 1882.

Austin, John, Bodicote, Oxford, Miller. Feb 16 at 12 at offices of Manton and Stockton High st, Banbury

- Bainbridge, Thomas, Millom, Cumberland, Chemist. Feb 17 at 12 at offices of Dickson, Newton st, Millom
- Baker, James Walter, Werrington, Stafford, Farmer. Feb 13 at 1 at offices of Ashmall, Albion st, Hauley
- Barton, Richard, Birmingham, Hatter. Feb 16 at 11 at Midland Hotel, New st, Birmingham. Jackson and Sharpe, West Bromwich
- Beckton, Ernest, Westgate-on-Sea, Isle of Thanet, Kent, Plumber. Feb 22 at 2 at Station Hotel, Westgate-on-Sea. Wilkins, King's Arms yd
- Begby, Joseph, Stratford, Essex, Grocer. Feb 22 at 3 at offices of Brewer, City rd, Finsbury sq
- Bennett, John Horatio, North Collingham, Nottingham, Schoolmaster. Feb 16 at 11 at offices of Footitt, Market pl, Newark-upon-Trent
- Bignall, Thomas, Middlesbrough, York, Commission Agent. Feb 29 at 11 at offices of Dobson, Gosford st, Middlesbrough
- Brown, Charles Rowland, Sun st, Finsbury, Printer. Feb 23 at 3 at Guildhall Coffee House, Gresham st. Sole and Co, Aldermanbury
- Buss, John, jun, Cardiff, Chemist. Feb 16 at 11 at 7, Working st, Cardiff. Dalton and Co, Cardiff
- Byron, George Henry, Dukinfield, Chester, Grocer. Feb 15 at 11 at 49, Hanging Ditch, Manchester. Buckley and Miller, Stalybridge
- Charles, Frederick, Liverpool, Jeweller. Feb 16 at 3 at office of Madden, Lord st, Liverpool
- Coates, George, Chester st, Coventry, Watch Manufacturer. Feb 15 at 3 at office of Neale and Addison, Hay lane, Coventry
- Coleman, Edward, Norwich, Hotel Proprietor. Feb 17 at 12 at office of Miller and Co, Bank chmrs, Norwich
- Corfe, Thomas, Devons rd, Bromley by Bow, Leather Seller. Feb 21 at 3 at offices of Cooper and Co, Lincoln's inn fields
- Cornfield, William, Bury, Lancaster, General Draper. Feb 21 at 3 at Mitre Hotel, Cathedral yd, Manchester
- Coward, Clement, and Egerton, Cappur Gilbert, Nantwich, Boot Manufacturers. Feb 18 at 2 at Royal Hotel, Crewe. Lisle, Nantwich
- Couldwell, George, West Melton, York, Grocer. Feb 21 at 12 at office of Parker and Hickmott, Regent st, Barnsley
- Curtis, John William, Walton, nr Liverpool, Boot Dealer. Feb 16 at 3 at offices of Cox, Crosshall st, Liverpool
- Corningham, Richard, Strood, Watmasher. Feb 16 at 3 at King's Head Hotel, High st, Rochester. Shakespear, Chatham
- Dauntington, William, Old Catton, Norfolk, Market Gardener. Feb 18 at 11 at offices of Miller and Co, Bank chmrs, Norwich
- Davy, Bartholomew, Kettering, Northampton, Tailor. Feb 16 at 3 at office of Toller, Kettering
- Dobson, Daniel, Coate, nr Devizes, Wilts, of no occupation. Feb 13 at 12 at Castle and Ball Hotel, Marlborough. Marshall, Devizes
- Dobson, William, Preston, Lancaster, Printer. Feb 23 at 3 at offices of Charnley and Finch, Fox st, Preston
- Danger, Martin, Gooderstone, Norfolk, Miller. Feb 14 at 12 at offices of Maher, High st, King's Lynn
- Douglas, Thomas, Headon cum Upton, Nottingham, Farmer. Feb 10 at 11 at office of Marshall, Chapelgate, East Retford
- Emery, James, Fieldgate, Walsall, Stafford, Wholesale Saddler. Feb 15 at 11 at office of Bill, Bridge st, Walsall
- Fisher, John, Culceth, Lancaster, Farmer. Feb 20 at 2.30 at offices of Whittingham, Church st, Leigh
- Ford, Joshua William, Brighton, Grocer. Feb 16 at 3 at offices of Lamb and Evett, Ship st, Brighton
- Griffin, Cornelius Christopher, Cannock, Stafford, Baker. Feb 15 at 11 at offices of Duignan and Co, Bridge, Walsall, Stafford
- Gledhill, John, Town End, Golear, Huddersfield, Woollen Cloth Manufacturer. Feb 22 at 11 at office of Ainley, New st, Huddersfield
- Graham, John Carruthers, Bolton, Lancaster, Dv er. Feb 17 at 4 at offices of Dowling and Urry, Silverwell st, Bolton
- Hawkeswood, George, Webbheath, nr Redditch, Worcester, Grocer. Feb 10 at 3 at offices of Williams, Prospect Hill, Redditch
- Hathausen, Olf, West Cowes, Isle of Wight, Shipping Agent. Feb 15 at 3 at the Vine Hotel, West Cowes, Newport
- Hayward, John, Bridgewater, Somerset, Coal Merchant. Feb 14 at 11 at offices of Chapman, High st, Bridgewater
- Holbrook, Josiah, Two-Mile Hill, St George, Gloucester, Wholesale Boot Manufacturer. Feb 16 at 11 at offices of Miller, St Stephen's chmrs, Baldwin st, Bristol
- Homewood, Henry William, Bitchingley, Surrey, Builder. Feb 21 at 3 at offices of Morrison, High st, Reigate
- Howell, Arthur, Colchester, Essex, Skin Dealer. Feb 16 at 4 at offices of Jones, Town-hall chmrs, Colchester
- Hughes, Thomas, Biford, Warwick, Farmer. Feb 21 at 3 at the Bear Hotel, Alcester. Britton, Alcester
- Jones, Harry, Walsall, Stafford, Grocer. Feb 14 at 12 at offices of Bill, Bridge st, Walsall
- Jones, David Erskine, and William Owen Davies, Conway, Carnarvon, Timber Merchants. Feb 15 at 11 at offices of Sheen, North John st, Liverpool. Hughes and Pritchard, Bangor
- Jones, David Hugh, Tregaron, Cardigan, Drapers' Assistant. Feb 14 at 2 at offices of Edwards, Tregaron, Cardigan
- Jones, Isaac Thomas, Low Thurston, nr Hartlepool, Durham, Cow Keeper. Feb 18 at 12 at office of Todd, Surtees st, West Hartlepool
- Jones, David, and Evan Jones, Caron Upper, Cardigan, Farmers. Feb 16 at 2 at office of Hughes, Pier st, Aberystwith, Cardigan
- Jones, Robert, Llandudno, Carnarvon, Grocer. Feb 21 at 1 at Hop Pole Hotel, Chester. Dempster, Llandudno
- Kettlewell, Thomas, Grans Ouburn, York, Farmer. Feb 16 at 11.30 at office of Bateson and Hutchinson, Harrogate
- Kirkpatrick, Roger, Abercorn pl, Abbey rd, Regent's pk, Gent. Feb 15 at 2 at 9, Cloak lane, Cannon st. Toppin
- Lay, James, Warborough, Oxford. Feb 15 at 12 at offices of Beale and Co, London st, Reading
- Laycock, Aaron, Bradford, York, Coal Merchant. Feb 15 at 11 at Sunbridge chmrs, Bradford, Rhodes
- Linden, Peter, Bethnal Green rd, Tailor. Feb 22 at 3 at office of Goldberg and Langdon, West st, Finsbury circus
- Lyons, Jacob, Middlesex st, Aldgate, Butcher. Feb 13 at 3 at office of Cattlin, Wormwood st, Old Broad st
- Lyons, Solomon Hyam, and Leopold Samson Baburger, St Mary Axe, Importers and Dealers in Fancy Goods. Feb 16 at 3 at Guildhall Tavern, Gresham st, Lane, Gresham st
- Makin, Peter, Birkenhead, Chester, Bricklayer. Feb 16 at 3 at offices of Thompson, Hamilton st, Birkenhead
- Mann, Samuel, Manningham, Bradford, York, Gardener. Feb 15 at 11 at offices of Beverley and Freeman, Hustlergate, Bradford
- Mathias, William, Cardiff, Glamorgan, Sail Maker. Feb 20 at 12 at Grand Hotel, Bristol. Downing, Cardiff
- McKelvie, Charles, Bolton, Lancaster, Draper. Feb 17 at 3 at offices of Dowling and Urry, Silverwell st, Bolton
- Mercer, Arthur Roworth, Liverpool, Manufacturer's Agent. Feb 17 at 3 at Law Association Rooms, Cook st, Liverpool. Evans and Co
- Mole, Richard Lovelace Hemer, Brampton, Solicitor. Feb 20 at 11 at offices of Wannop, Carruthers crt, Scotch Canale
- Mountain, John Physis, Kilton Skeldyke, Lincoln, Farmer. Feb 17 at 11 at offices of Rice and Co, Main ridge, Boston
- Myeracough, Samuel, Castlemere, Rochdale, Lancaster, Teacher of Music. Feb 16 at 10 at offices of Brierley, Butts, Rochdale
- Nicholls, George, Birmingham, Warwick, Seedsman. Feb 13 at 10.15 at offices of East, Temple st, Birmingham
- Nelson, William, Fekes, Saham Toney, Norfolk, Farmer. Feb 21 at 2 at offices of Grigson and Robinson, Watton
- Noble, George, Arnsley, Leeds, Builder. Feb 17 at 11 at Law Institute, Albion pl, Leeds. Grisdale, Leeds
- Norris, Maria Esther, Old st, Shoreditch, Mangle Manufacturer. Feb 21 at 3 at offices of Davies, Basinghall st
- Oldham, Samuel, Wakefield, Provision Dealer. Feb 16 at 3 at office of Kemp, Barstow sq, Wakefield
- Osborne, John George, Birmingham, Grocer. Feb 16 at 3 at office of Jaques, Temple row, Birmingham
- Patch, Robert, Lewisham, Grocer. Feb 20 at 3 at offices of Laidman, Sergeant's inn, Temple
- Pickard, Charley, Bradford, Plumber. Feb 15 at 4 at office of Wilson, Tyrrel st, Bradford
- Pinnock, Alfred, Landseer rd, Holloway, Cheesemonger. Feb 21 at 2 at Cannon st Hotel, Cannon st. Scott, College hill
- Powell, William, Merthyr Tydfil, Grocer. Feb 17 at 1 at office of Simons and Pews, Cl urch st, Merthyr Tydfil
- Price, David, Treorhy, Glamorgan, Grocer. Feb 11 at 3 at Royal Hotel, Cardiff. Morgan, Print, James, Blackwell, Worcester, Labourer. Feb 17 at 2.30 at offices of Barks, Moreton-in-Marsh, Gloucester
- Richardson, Henry James, Ellerby-in-Holderness, York, Farmer. Feb 14 at 2 at offices of Middlemiss and Pearce, Parliament st, Kingston-upon-Hull
- Scrimshire, Robert, Allington, Lincoln, Farmer. Feb 27 at 12 at offices of Thompson and Sons, Grantham
- Shelton, Charles, Newport Pagnell, Buckingham, Builder. Feb 16 at 12 at Anchor Hotel, Newport Pagnell. Bull
- Shepard, Francis, West Hartlepool, Butcher. Feb 20 at 3 at offices of Bell and Son, West Hartlepool
- Simmons, Elijah, Middlesbrough, Iron Merchant. Feb 27 at 12 at offices of Wilkes and Wilkes, Middlesbrough
- Simpsom, William, Eaglescliffe, Durham, Saddler. Feb 13 at 2 at offices of Teale, Middlesbrough
- Smith, Edward Brigham, Field Dalling, Norfolk, Grocer. Feb 15 at 1.15 at 28, Castle Meadows, Norfolk. Cates and Bates, Fakenham
- Stephens, Charles, Birmingham, Warwick, Builder. Feb 14 at 3 at offices of Barber, Birmingham
- Stone, Henry, Croydon, Cambridge, Clerk in Holy Orders. Feb 21 at 11 at Red Lion Hotel, Felty, Croydon
- Swinerton, James, Manchester, out of business. Feb 16 at 3 at offices of Lamb, St Peter's sq, Manchester
- Taylor, Thomas, Holywell, Rowington, Warwick, Farmer. Feb 16 at 11 at offices of Sanderson, Warwick
- Thompson, Richard, Coatham, York, Grocer. Feb 15 at 11 at offices of Jackson and Jackson, Albert rd, Middlesbrough
- Thompson, William, Beresford st, Woolwich, Kent, Greengrocer. Feb 13 at 3 at offices of Cooper and Co, Lincoln's inn fields
- Thorn, James, Longton, Stafford, Beerhouse Keeper. Feb 20 at 11 at offices of Young, High st, Longton
- Tiechurst, William Mark, Mayfield, Sussex, Farmer. Feb 15 at 11 at Camden Hotel, Calverley-road, Tunbridge Wells. Burton, Tunbridge Wells
- Toms, Henry Lewis, Bicester, Oxford, Gentleman, of no occupation. Feb 15 at 12 at Roebuck Hotel, Oxford. Cripps, Oxford
- Treadwell, William, Broughton upon Bleas, Kent, Farmer. Feb 21 at 11 at offices of Gibson, West st, Sittingbourne
- Tully, William, Walsall, Stafford, Grocer. Feb 14 at 11 at offices of Bill, Bridge st, Walsall
- Turk, Charles, Gloucester, Licensed Victualler. Feb 15 at 3 at offices of Champney College st, Gloucester
- Tutner, George, Newbury, Berks, Greengrocer. Feb 15 at 12 at offices of Belcher Market pl, Newbury
- Ulvett, John, West Derby, Liverpool, Brewer. Feb 17 at 3 at offices of Lupton, Sweeting st
- Uiley, George, and William Walker, Barnsley, York, Stonemasons. Feb 17 at offices of Tyas and Co, Regent st, Barnsley
- Walker, Charles, and Thomas Walker, Kirkdale, nr Liverpool, Contractors. Feb 14 at 3 at offices of Radcliffe and Co, Hackins Hey, Dale st, Liverpool
- Wilson, Jesse, Long Crendon, Buckingham, Grocer. Feb 23 at 3 at the George Hotel, Aylesbury. White, Queen st, Cheapside
- Ward, William, Hilgay, Norfolk, Licensed Victualler. Feb 21 at 11 at offices of Sidney and Ollard, York row, Wisbech, Cambridge
- Washington, George, and Isaac Smith Washington, Halifax, Wool and Waste Dealers. Feb 16 at 1 at offices of Stansfeld, Bull green, Halifax
- Whiting, George, Coleman st, City rd, Steam Rolling Mills. Feb 16 at 3.30 at offices of Minton and Co, Carey lane, General Post Office. Anning, Cheapside
- Wilde, Richard, Okeston, Kent, Farmer. Feb 21 at 1 at the Cross Keys Hotel, Canterbury. Pugh, Wrexham
- Williams, William Henry, Ystradyfodwg, Glamorgan, Collier. Feb 15 at 12 at offices of Rosser, High st, Pontypridd

TUESDAY, Feb. 7, 1882.

- Allit, George, and Rowland Allit, Parkgate, near Rotherham, York, Builders. Feb 22 at 11 at Ship Hotel, Rotherham. Favell
- Appin, John Harry, Hinton St Mary, Dorset, Pig Dealer. Feb 23 at 3 at offices of Davies, Newland, Sherborne
- Barber, George Alfred, Norton, Malton, York, Grocer. Feb 16 at 12 at Royal Oak Hotel, Church st, Norton
- Bergen, Stephen, Waterloo, near Blyth, Northumberland, Grocer. Feb 22 at 3 at offices of Nicholson, Bridge st, Morpeth
- Bracegirdle, Samuel, Leftwich, near Northwich, Chester, Wood and Iron Ship Builder. Feb 24 at 3 at offices of Tremewen, Ward's bldgs, Deansgate, Manchester
- Brewis, Robert, Jarrow, Durham, Grocer. Feb 15 at 2 at offices of Robson, Townhall
- Brimble, Artemas James, Welton, Midsomer Norton, Somerset, Nurseryman. Feb 23 at 12 at Waldegrave Arms Hotel, Frome
- Broadhurst, Joseph, and George Thomas Broadhurst, Hulme, Manchester, Bricklayers. Feb 23 at 3 at offices of Rylance and Son, Essex st, Manchester
- Bromley, Edward Charles, Farnham, Surrey, Coach Builder. Feb 20 at 2 at office of Herbert, Vigo st, Regent st
- Brown, Frederick Paritt, and William George Brown, Frome, Somerset, Builders. Feb 21 at 2 at Grand Hotel, Broad st, Bristol. Dunn and Payne, Frome
- Carter, John Tree, Henden, Farnham. Feb 20 at 3 at 64, Chancery lane. Marshall
- Clare, John, Beverley, York, Druggists' Porter. Feb 23 at 11 at office of Shepherd and Co, Leasinge
- Cooper, John Waldron, Leicester, Provision Dealer. Feb 20 at 3 at office of Hinks, Bowling Green st, Leicester
- Cole, Ellen, Evesham, Worcester, Market Gardener. Feb 21 at 12 at office of Eyrich and Cox, North ter, Evesham
- Cullimore, Henry, High st, Ealing, Coffee House Keeper. Feb 23 at 12, in lieu of the date originally named, at office of Hadley, Queen Victoria st
- Currigan, George, Cheetham, Manchester, Boot Manufacturer. Feb 23 at 3 at offices of Myers, John Dalton st, Manchester
- Daniel, William Gilbert, Walsley rd, Tockington, Advertisement Contractor. Feb 27 at 2 at offices of Harrison, Fowkes bldgs, Great Tower st

Davies, Richard, Newtown Baschurch, Salop, Butcher. Feb 21 at 3 at office of Hariss, Mardol, Shrewsbury

Davies, Robert, Chester, Coal Merchant. Feb 20 at 2.30 at offices of Bridgman and Co, Westminster bldgs, Newgate st

Dawson, George Thomas Lowndes, Eyam, Derby, Shoe Manufacturer. Feb 17 at 11 at the North-Western Hotel, Stafford. Fishwick, Stone

Dixon, John, Pipewellgate, Gateshead, Durham, out of business. Feb 22 at 2 at offices of Dix, Wellington chambers, Wellington st, Gateshead

Drayson, Valentine, Queen st, Gravesend, Grocer. Feb 16 at 12 at Guildhall Tavern, Gresham st. Mitchell, Windmill st, Gravesend

Dunning, William Stephenson, Leeds, Coal Merchant. Feb 21 at 3 at offices of Craven, East parade, Leeds

Edgar, Fergus, Blackburn, Lancaster, Travelling Draper. Feb 17 at 3 at offices of Scott, Victoria st, Blackburn

Farrer, John, jun, Methley, York, Farmer. Feb 21 at 2 at offices of Butler and Middlebrook, Park sq, Leeds

Gardner, William, Glendinning's Wharf, Bermondsey wall, Granary Keeper. Feb 21 at 12 at offices of Tower, Lower Thames st

Godden, Edward Thomas, Kingston-on-Thames, Auctioneer. Feb 15 at New Exchange bldgs, George rd, Lombard st, in lieu of the place originally named

Gower, George, Whitechapel rd, Corn Merchant. Feb 23 at 2 at Guildhall Tavern, Gresham st

Greay, William Woolston, Cecil st, Strand, Lime Merchant. Feb 21 at 4 at Guildhall Tavern, Gresham st. Houghtons and Byfield, Gracechurch st

Grint, James, Selwyl rd, Bow, Engineer. Feb 22 at 3 at offices of Hulbert, Coleman st Hall, George Maurice, Brighton, Beerhouse Keeper. Feb 23 at 3 at 3, New rd, Brighton.

Hanson, Arthur, Derby, Innkeeper. Feb 20 at 11 at office of Briggs, Amen alley, Derby

Hardy, John, Bexley Heath, Builder. Feb 20 at 2 at office of Hughes, Eastcheap

Harrison, Edward, Moss Side, Manchester, Beerseller. Feb 20 at 11 at office of Bates and Jellicoe, Market st, Manchester

Hindle, Robert, Over Darwen, Draper. Feb 22 at 11 at White Bull Hotel, Church st, Blackburn. Broadbent, Over Darwen

Taplin, Thomas, and Thomas Webb Hockin, Albion bldgs, Bartholomew close, Mantle Manufacturers. Feb 24 at 12 at Guildhall Tavern, Gresham st. Plunkett and Leader, St Paul's chyd.

Holloway, Edward, Brighton, Builder. Feb 21 at 3 at 9, North st, Brighton. Nye

Hunt, Harry Arthur, West Dean, nr Chichester, Baker. Feb 17 at 2 at offices of Gregory, East st, Chichester

Jennings, Joseph David, London lane, Hackney, Wholesale Boot and Shoe Manufacturer. Feb 14 at 3 at offices of Chidley, Old Jewry

Jerono, Berthold, Upper Spring st, Marylebone, Baker. Feb 21 at 3 at offices of Pain, Marylebone rd

Johnson, Robert, Brown, Nayland, Suffolk, Butcher. Feb 20 at 4 at offices of Jones, Townhall chambers, Colchester

Lacey, John, Southampton. Furniture Dealer. Feb 16 at 1 at offices of Davis and Bigg, Threadneedle st. Kilby, Southampton

Lamb, Charles Job, Henley in Arden, Warwick, Ironmonger. Feb 20 at 11 at offices of Price and Co, Paradise st, Birmingham

Lawrence, Henry Burton, Battersea Park rd, Surrey, Clothier. Feb 17 at 3 at offices of Bennet and Co, Moorgate st. Sheppard, St John's Hill, Clapham Junction

Lloyd, Arthur Rice, Jeffrey's rd, Clapham, Professional Vocalist. Feb 21 at 2 at offices of Farnell and Co, Basinghall st. Harrison, Pancras lane, Queen st

Leeder, John, Elmwell, Norfolk, Farmer. Feb 25 at 2 at offices of Sadd and Linay, Theatre st, Norwich

Long, Josiah, Buckland, Portsea, Whitesmith. Feb 21 at 3 at offices of Foreman and Son, Gresham st. King, Portsea

Major, John, jun, Wantage, Berks, Beerhouse Keeper. Feb 21 at 2 at offices of Jotcham, Wantage, Berks

Maltby, John Chadwick, Rotherham, York, Accountant. Feb 20 at 3 at offices of Badgers and Co, Moorgate st, Rotherham

Mawdsley, William Henry, Bolton, Lancaster, Solicitor. Feb 22 at 3 at Grosvenor Hotel, Manchester. Hughes, Bolton

McFall, George, Chester, Slater. Feb 21 at 2 at offices of Danger, Orange ct, Castle st, Liverpool

McKee, John, Whitehaven, Cumberland, Grocer. Feb 21 at 2 at offices of Mason and Thompson, Duke st, Whitehaven

Mead, George, Wickford, Essex, Carpenter. Feb 20 at 10.30 at offices of Suthery, Chelmsford

Meyer, Joseph, Broadwall, Blackfriars, Watchmaker. Feb 15 at 11 at offices of Clarke and Co, Tooley st, London Bridge. Feuillade

Milner, John Henry, Southampton st, Strand, Cigar Dealer. Feb 20 at 4.30 at offices of Norman, Gt Marlborough st, Regent st

Morgan, Charles, Gt Berkhamstead, Herts, Straw Hat Manufacturer. Feb 21 at 12 at offices of Lovell and Co, Gray's inn sq

Moss, Thomas Andrew, Gorton, Lancaster, Provision Dealer. Feb 22 at 3 at offices of Ritson and Grundy, Princess st, Manchester

Myers, Edward William, Old Broad st, Stock and Share Broker. Feb 21 at 2.30 at offices of Harper and Battock, Rood lane

Naylor, Joseph, Manchester, Umbrella and Shirt Manufacturer. Feb 21 at 23 at offices of Boote and Edgar, Booth st, Manchester

Newbery, William John, The Cedars, Canton, Cardiff, Glamorgan, Gentleman. Feb 22 at 1 at offices of Tribe and Co, Bristol. Heard, Cardiff

Newton, James, Warrington, Lancaster, Licensed Victualler. Feb 24 at 3 at offices of Brook, Lyme st, Warrington

Nicksen, Thomas, Leeds, York, out of business. Feb 17 at 3 at offices of Watson, Great George st, Leeds

Osborne, Thomas Henry, Bridport, Dorset, Grocer. Feb 20 at 2 at Mermaid Hotel, Yeovil. Lock, Dorchester

Palmer, John Styche, High st, Clapham, Surrey, Hosier. Feb 16 at 2 at offices of Freeman, Gutter la, Cheapside

Patrick, Ellis, Leeds, York, Woollen Merchant. Feb 20 at 3 at offices of Turner and Hewson, Park sq, Leeds

Pedder, Thomas, Kingston upon Hull, Tripe Dresser. Feb 20 at 3 at offices of Martinson, Exchange bldgs, Bowllalley la, Kingston upon Hull

Pearce, James, Amersham, Buckingham, Grocer. Feb 28 at 2 at offices of Buchanan and Rogers, Basinghall st

Phillips, John, Cambridge, Manager of Tennis Court. Feb 20 at 3 at offices of Symonds, Benet st, Cambridge

Pierpoint, Thomas Coldwell, Warrington, Architect. Feb 20 at 11 at offices of Jeans and Co, Warrington

Powell, William, Dowlais, Merthyr Tydfil, Grocer. Feb 17 at 1 at offices of Collins, Bristol, in lieu of place originally named

Pace, Enoch, Over, Chester, Grocer. Feb 18 at 11 at offices of Green and Dixon, High st, Winsford

Pragmoll, Hugh, Marten, Gt Bedwyn, Innkeeper. Feb 24 at 11 at offices of Goulter, Hungerford

Price, Elwin Lawrence, New Southgate, Builder. Feb 20 at 3 at 7, Wilmington sq, Clerkenwell. Lewis

Priest, Douglas Stewart, Goldhawk rd, Shepherd's Bush, House Agent. Feb 20 at 2 at Inns of Court Hotel, Holborn. Harrison, Pancras lane

Raffael, Eliassaf, Manchester, Cigarette Manufacturer. Feb 28 at 11 at offices of Simpson, Manchester

Rastall, Richard, Donington, Lincoln, Farmer. Feb 23 at 11 at office of Wise, Church yard, Boston, Lincoln

Richbell, Emily, Leicester, Widow. Feb 20 at 11 at offices of Oram and Co, Welford place, Leicester

Ruppert, John Benony, Gateshead, Durham, Beerhouse Keeper. Feb 22 at 1 at offices of Dix, Wellington chambers, Gateshead

Russett, George, St Phillip's Marsh, Bristol, Horse Dealer. Feb 13 at 13 at offices of Essery, Nicholas st, Bristol

Scott, William Thomas, Blackman st, Southwark, Licensed Victualler. Feb 24 at 2 at 63, St Paul's churchyard- Attenborough

Skidmore, Edwin, Totterdown, Bristol, Boot and Shoe Maker. Feb 28 at 2 at offices of Sibly, Exchange West, Bristol

Stead, Rufus, Cleckheaton, York, Tailor. Feb 15 at 11 at Victoria Hotel, Bradford. Curry, Cleckheaton

Stevenson, Henry, Mayfield, Sussex, Grocer. Feb 20 at 2.30 at offices of Sprott, Tunbridge Wells

Stone, Daniel, Wroxall, Isle of Wight, Hants, Farmer. Feb 21 at 11.30 at Dolphin Hotel, High st, Southampton

Tearle, William, Watford, Hertford, Monumental Mason. Feb 16 at 11 at offices of Sedgwick and Turner, High st, Watford

Turner, William, Estelle rd, Haverstock hill, Builder. Feb 21 at 2 at Inns of Court Hotel, Lincoln's inn fields. Smith and Co

Ward, Robert, Yerbury road, Upper Holloway, Builder. Feb 17 at 3 at offices of Scott, Cornhill

Wellford, Isaac Moon, Hinderwell, North Riding, York, Farmer. Feb 16 at 2 at offices of Lewis, Zealand rd, Middlesborough

Welshy, William, Preston, Lancaster, Joiner. Feb 20 at 3 at offices of Forshaw and Parker, Cannon st, Preston

Warren, Reuben Watts Hoythorpe, Pye Bridge, Norwich, Carpenter. Feb 18 at 11 at offices of Kent, St Andrew's hill plain, Norwich

White, William Charles, Maldon, Essex, Grocer. Feb 23 at 2 at Creditors' Association, Cornhill

Wilson, Henry, and Sarah Ann Wilson, Hunslet, Leeds, Tanners. Feb 22 at 2 at offices of Scatchard, Albion st, Leeds

Withers, William, Lechlade, Gloucester, Farmer. Feb 22 at 2 at offices of Iles, London st, Fairford

Wood, Henry, Ely, Cambridge, Market Gardener. Feb 25 at 11 at Lamb Hotel, Ely. Salmon and Son, Bury St Edmunds

Wright, Henry Philip, Manchester, Ladies Mantle Manufacturer. Feb 20 at 3 at offices of Jones, Princes st, Manchester

Wright, John, High st, Camden Town, Builder. Feb 23 at 12 at offices of Ellen, Chancery lane

Yarrowood, Clementina, Macclesfield, Provision Dealer. Feb 23 at 3 at offices of Barclay and Henstock, Exchange chambers, Macclesfield

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